



# National Seniors Australia

## Term Deposit Terms & Conditions

National Seniors Australia Ltd ABN 89 050 523 003  
AR 282736 arranges this deposit as an authorised  
representative of Auswide Bank Ltd ABN 40 087 652 060  
Australian Financial Services Licence 239686.

**National Seniors**  
AUSTRALIA

# National Seniors Australia Terms and Conditions

Auswide Bank's Terms and Conditions contain important information for customers considering opening this account and utilising its related banking services.

These Terms & Conditions consist of the following:

+ <b>Financial Services Guide</b>	<b>Pg 1</b>
+ <b>Term Deposit Terms &amp; Conditions</b>	<b>Pg 3</b>
+ <b>Banking Services Terms &amp; Conditions</b>	<b>Pg 8</b>
+ <b>Auswide Bank Privacy Policy</b>	<b>Pg 61</b>

You should read this document before making a decision to open this account, acquire any banking services or make any transactions.

This information has been designed to effectively help you:

- decide if this account and our banking services meet your needs
- compare all the features, terms, conditions, fees and charges of our accounts and banking services with those of others

In issuing these Terms and Conditions Auswide Bank ("we"/"our"/"us") hasn't taken into account your particular personal objectives, financial situation or needs, so it's possible that a facility may not suit you specifically.

## **Updating these Terms and Conditions**

The information in these Terms and Conditions is current as at the effective date and may change from time to time. Where required by law or where we are participating in a Code of Conduct, we will notify you in advance of any changes in accordance with the requirements of that law or code.

You can also find out more about our current Terms and Conditions by:

- talking to one of our helpful consultants at any branch or phone
- looking online at [www.auswidebank.com.au](http://www.auswidebank.com.au)

# FINANCIAL SERVICES GUIDE

This guide aims to help you make an informed decision about the financial services and products that National Seniors Australia can provide to you as a retail client in association with Auswide Bank.

This guide contains important information about:

- the financial services we offer you;
- who we act for in providing these services
- how we and other relevant persons are paid; and
- how complaints are dealt with.

Where required, you will be given a Product Disclosure Statement (PDS) before or at the time you acquire any product as a retail client. The PDS contains information on the significant benefits and characteristics of the product and of the rights, terms and conditions attached to the product to assist you in making an informed decision about whether to purchase it or not.

Please keep this FSG along with your PDS in a safe place for future reference.

Issue No. 1.0

AR FSG Version No: 1.0

Date of preparation: 15/08/2019

## Who we are and what services do we offer?

Name: National Seniors Australia Ltd  
ABN: 89 050 523 003  
Trading Name(s): National Seniors Australia  
AR Number: 282736  
Address: Level 18, 215 Adelaide Street  
Brisbane QLD 4000  
Phone: 07 3233 9191  
Fax: 07 3229 0356  
Email: [general@nationalseniors.com.au](mailto:general@nationalseniors.com.au)

We are an Authorised Representative of Auswide Bank Ltd ABN 40 087 652 060 AFSL 239686 of Level 2, 16-20 Barolin Street, Bundaberg QLD 4670 (Auswide). Auswide Bank can be contacted on 1300 342 149 or by using the contact details listed on [www.auswidebank.com.au](http://www.auswidebank.com.au). When providing the types of service listed in this FSG, we act as an agent of Auswide and not as your agent.

Auswide has authorised us to assist in arranging, closing and providing general advice on certain basic deposit products and associated non-cash payment facilities issued by it.

You may be provided with these financial services by one of our employee representatives who has been authorised by Auswide to provide factual information on basic deposit products and associated non-cash payment products and to provide you with this FSG they will tell you when this is the case.

## General Advice Warning

It is important that you understand and are happy with the products we and our employee representatives can arrange. We can give you general information to help you decide but do not provide advice on the product/s based on any consideration of your objectives, financial situation

or needs. Before making a decision about whether or not to purchase the product/s please carefully read the PDS to decide if it's right for you.

### **Information on Remuneration**

We receive commission from Auswide in return for the basic deposit products we arrange. It is calculated as a percentage of the outstanding portfolio amount referred to Auswide Bank by us. The amount is inclusive of GST. Any commission we receive is at no extra cost to you.

Where you have been referred to us by a third party, we may pay them a part of the commission we earn. Any such commission we pay to a referrer is at no extra cost to you.

We pay our staff and representatives an annual salary for their services. From time to time, Auswide may provide other benefits such as tickets to sporting, cultural events and other functions, corporate promotional merchandise and other similar benefits or gifts (e.g. store and travel vouchers) as part of promotions or in recognition of achievements. These benefits are provided to us no additional costs to you.

If you require further details about any of the above remuneration received from Auswide, please ask us within a reasonable time after receiving this FSG and before we provide you with financial services to which this FSG relates.

### **What happens if you have a complaint?**

If you are dissatisfied with our service in any way contact us and we seek to resolve the issue and we will promptly refer it to Auswide. Auswide will attempt to resolve the matter in accordance with their Internal Dispute Resolution procedures. To obtain a copy of Auswide Bank's procedures contact us using the contact details on the first page of this document. If you are dissatisfied with the resolution of a complaint you have lodged with Auswide, you may be able to refer your complaint to the Australian Financial Complaints Authority (AFCA) – subject to their terms of reference. AFCA provide a free and independent dispute resolution service for consumers who have disputes falling within its terms. Their contact details are:

### **Australian Financial Complaints Authority**

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

### **Further Information**

If you need further information about the products of our services issued under this Financial Services Guide, or you have any queries please contact us using the contact details on the first page of this document.

Auswide has authorised the distribution of this FSG.

# TERM DEPOSIT TERMS & CONDITIONS

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### Product Summary

#### Features

- earn a competitive rate of interest on \$5000 or more
- your money is deposited for a fixed time at a fixed rate of interest
- a range of term deposits to suit your needs
- the term deposit you select and the interest rate you receive will depend on the amount of money you wish to invest (the principal) + the length of time you wish to invest it for (the term) + when and how you want your interest paid
- interest payment and maturity\* options
- a personalised Investment Record showing all details of your term deposit
- branch, telephone, internet and mobile banking access

*\* Unless notified in writing or on the appropriate form - on maturity the deposit will be automatically renewed for a similar term at the applicable rate at that time.*

#### Interest

- you can find out about our current term deposit interest rate offers by visiting a branch or our website
- interest is calculated for the term of your deposit up to the day of maturity (or before this if the term is broken early) using this formula:

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$$\text{amount of deposit} \times \frac{\text{no of days of the term of your deposit}}{365} \times \frac{\text{interest rate}}{100} = Z$$

---

**Z = the amount of interest paid over the term of your term deposit account**

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- interest will be paid according to the interest payment option you have chosen ie. monthly, yearly or "on maturity"
- the interest rate is fixed - it will not change during the term of your deposit even if the interest rates we offer change in the meantime

#### Early withdrawal/closure - reduced interest

Interest rates are offered on the basis that you agree to invest an amount of money for a certain length of time. You can withdraw all of your term deposit funds at maturity without incurring an interest rate adjustment.

We may allow you to access your term deposit funds before maturity, however you will lose a proportion of the interest. The amount of interest charged as an interest rate adjustment will depend on how early in the term you seek to access your funds - as outlined in this table:

Proportion of term completed	Interest rate reduction	
<b>31 days notice is required for early withdrawals*</b>	up to 5%	95% of your deposit rate
	up to 25%	80% of your deposit rate
	up to 50%	60% of your deposit rate
	up to 75%	40% of your deposit rate
	up to (but not including) 100%	20% of your deposit rate

*If, due to the interest payment frequency opted for, you have already received interest before the maturity date and you close your term deposit early - we will deduct a rate adjustment from your final interest payment and/or principal.*

*\*If you lodged a new or rolled over an existing term deposit after 1 February 2017, any withdrawal of funds prior to maturity will be subject to 31 days notice. If you are considering requesting an early withdrawal, you should contact us to provide 31 days' notice for withdrawal of a part or all of the term deposit before maturity.*

### Product Risks

- as a term deposit interest rate is fixed for a term there is a risk that market rates can increase to a rate above the fixed rate on your term deposit, which means the amount of interest you receive may be less than what you may be able to receive at this time on a new term deposit
- Your circumstances may change whereby you require access to your term deposit prior to the agreed maturity date, in which case you will need to provide notice and a reduced rate of interest may be paid
- interest rates applicable to new term deposits and on renewal are determined by us and are subject to change without notice
- this type of account may not suit the particular objectives, financial situation or needs that are unique to you
- risks may apply to the use of Banking services available on this account. These risks and how you can minimise them are contained in the Auswide Bank 'Guide to Banking Services'

### Features At-a-glance

entity use	Personal + Business customers
passbook account option	✗
statement account option	✗ <sup>a</sup>
account service fee	✗
funds on-call	✗
interest payment structure	rate applies to whole of balance
interest calculated	on daily balances p.a
interest paid	as agreed
minimum opening balance	\$5000
minimum balance to be retained	
branch access	✓
cheque book	✓ <sup>b</sup>
bank cheques	✗
telephone banking	✓ <sup>b</sup>
internet and mobile banking (inc. BPAY® View )	✓ <sup>b</sup>

Visa Debit Card (access ATM's, EFTPOS, Bank@POST)	X
BPAY to pay bills	✓ <sup>1</sup>
direct credits (wages, pension, rent, dividends etc)	X
direct debits (to other financial institutions/organisations)	✓ <sup>1</sup>
internal transfer (to other Auswide Bank accounts)	✓ <sup>1</sup>
external payment (to another financial institution)	✓ <sup>1</sup>
RTGS "same day" payment to external bank account	✓ <sup>1</sup>
transfer to an overseas bank account	✓ <sup>1</sup>
auto-sweep facility	X
sub-accounts	✓
account labels (eg. 'holiday')	✓

<sup>1</sup> Investment Record provided on lodgement available on request - statements forwarded on an annual basis.

<sup>2</sup> Funds only available 2 calendar days before but no later than 7 calendar days after the maturity date

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## Product Terms and Conditions

### 1. What is a Term Deposit?

A term deposit is money banked in an account for a fixed time at a fixed rate of interest.

### 2. Terms and Conditions

You agree to leave the deposit with us for the period of the term deposit. The funds will be available the day the term matures.

We agree not to change the interest rate for the fixed period of the term deposit unless you break the fixed term early.

Withdrawal of any principal before maturity date may be permitted only with prior notice to us. An interest rate adjustment which is less than the current term rate will apply on the amount withdrawn from the term deposit. The amount of interest charged as an interest rate adjustment will depend on how early in the term you've requested to withdraw from the term deposit - as per the table on page number 4. These interest rate adjustments which are determined by us from time to time, will apply from either the date of the deposit if the term deposit is in its original term, or if the term deposit has rolled over, from the rollover date.

### 3. Special Term Deposits

We offer special term deposits from time to time with different terms and conditions. We will give you details of any additional conditions that apply to these term deposits.

### 4. Interest

Interest is calculated for the term of your deposit, up to but not including the day of maturity (or before this if it is broken early). Interest rates are annual percentage rates based on a 365 day year and on a simple interest basis unless otherwise stated.

## 5. Interest Paid

Your interest can be paid, by you instructing us to do one of the below:

- crediting the interest to your term deposit account upon maturity
- paying interest to an Auswide Bank account
- paying interest to an external bank account
- sending you a cheque for interest calculated on your account

## 6. Renewal

Upon maturity, unless you provide us with new instructions, your term deposit will automatically roll over for an identical term at our current interest rate applicable to that term. If your funds are renewed for the same fixed term as before, the applicable interest rate may be higher or lower than the interest rate that you received in the previous term. This is because the rates we offer change from time to time. Upon maturity should you wish to modify your term deposit, such as the amount invested or the length of the term, we will require your instructions 2 calendar days before but no later than 7 calendar days after the maturity date (“term deposit rollover grace period”).

## 7. Statements

Statements are available on all term deposit accounts. You can ask for a statement of your account any time. You may be issued with a term deposit investment record at the time of opening your term deposit.

At least once every 12 months, or where otherwise required by a law or code, we may give you a statement showing all transactions on your account from the last statement.

You must read statements and other records of your term deposit accounts and write to us promptly if there is a mistake, if information is missing, or if statements show transactions you did not make.

## 8. Refusal

We can choose not to accept a term deposit at any time

## Transaction Fees

BRANCH STAFF ASSISTED and CHEQUE BANKING	
<b>Cash or coin 'Special Order'</b> ▼ ⓘ Payable where a branch does not have sufficient cash or coins available and if Auswide Bank needs to arrange a special order and delivery from our supplier to accommodate a customer's request	<b>FREE</b>
<b>RTGS 'same day' payment - outward</b> ▼ high value, time critical payment from your account to another financial institution on a real time basis for “same day” payment	\$20 each
<b>Telegraphic transfer</b> ▼ ☹ an electronic transmission of funds to a nominated account at an overseas bank	\$AU \$50 transfer OR foreign \$30 transfer

## Information Services

<b>Audit certificate</b> ▼ when Auswide Bank prepares an audit certificate on your behalf by request	<b>FREE</b>
<b>Document recovery</b> ▼ payable when we process your request to obtain a copy of a deposited cheque, a sales voucher or any deposit, withdrawal or transfer form associated with your account	<b>FREE</b>
<b>Document search</b> ▼ may apply when you request us to conduct a search for documents associated with your account other than documents charged for under the Document recovery fee	<b>FREE</b>
<b>Investigation/Correction</b> ▼ payable when we process your request to trace, reverse or correct a payment or where you ask us to investigate a disputed transaction on your account	<b>FREE</b>

## Government Charges

<b>Non-resident withholding tax</b> ▼ levied on accounts held by a non-resident of Australia and where an Australian Tax File Number has not been quoted to Auswide Bank	10% of applicable interest payment
<b>Withholding tax</b> ▼ may be levied on accounts where an Australian Tax File Number or exemption code has not been quoted to Auswide Bank	calculated at the highest marginal tax rate

 Excludes deposits by customers under 18 years of age.

▼ Debited from your account or payable at the time it is incurred or when a particular service is used.

● Many overseas banks will levy other processing charges that may vary between banks and countries which will result in the beneficiary receiving a lesser amount than transmitted

# BANKING SERVICES TERMS AND CONDITIONS

## Important Information

We recommend you keep all this information in case you want to refer to it at a later date.

We have tried to keep this information as brief and as easy to understand as possible. Many words that have a particular financial banking or legal meaning are described under Definitions. Headings used are a guide only. To find specific information quickly please refer to the table of contents.

Any reference in this guide to any law also includes any regulation, by-law or ordinance relating to that law and any amendments or replacements of that law.

Where applicable, the ePayments Code applies to your accounts and our services.

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# 1. BANKING SERVICES TERMS AND CONDITIONS

## 1.1 Changes to these terms and conditions

Subject to the law, we can change, add to, delete or vary these Terms and Conditions at any time. For example, we can change:

- interest rates and the way we calculate interest
- fees and charges
- when we charge or pay interest

When we change the Terms and Conditions we will give you the period of notice set down by law, the ePayments Code or any other applicable code. If no period of notice is needed we can make changes, variations, additions or deletions immediately and you might not be told of these before they happen. In addition, advance notice may not be given where a change has to be made to restore or maintain the security of our systems or individual accounts, products or services.

We can give you notice in any way permitted by law or a code including:

- advice on your statement
- a notice on electronic equipment
- press ads
- a letter

## 1.2 Confidentiality

By law, we generally keep many details of your account (including your transactions and balance) confidential. Subject to law, we can release details of your account:

- where disclosure is compelled by law
- where there is a duty to the public to disclose
- where it protects our interests to do so
- where disclosure is made with your express or implied consent

## 1.3 Privacy

We comply with the Australian Privacy Principles as incorporated into the Privacy Act 1988.

Auswide Bank's Privacy Policy will be provided to you as part of your Terms and Conditions.

You may also request a copy by calling 1300 138 831 during normal office hours or calling into one of our branches. Our Privacy Policy may also be viewed at [www.auswidebank.com.au](http://www.auswidebank.com.au)

## 1.4 Financial Claims Scheme

The Financial Claims Scheme (FCS) is an Australian Government scheme that provides protection and quick access to deposits in banks, building societies and credit unions in the unlikely event that one of these financial institutions fails. Under the FCS, certain deposits are protected up to a limit of \$250,000 for each account holder at any bank, building society, credit union or other authorised deposit-taking institution (ADI) that is incorporated in Australia and authorised by the Australian Prudential Regulation Authority (APRA). The FCS can only come into effect if it is activated by the Australian Government when an institution fails. Once activated, the FCS will be administered by the Australian Prudential Regulation Authority (APRA). In an FCS scenario, APRA would aim to pay the majority of customers their protected deposits under the Scheme within seven calendar days.

The FCS limit of \$250,000 applies to the sum of an account holder's deposits under the one banking license. Therefore, all deposits held by an account holder with a single banking institution must be added together towards the \$250,000 FCS limit, and this includes accounts with any other banking businesses that the licenced banking institution may operate under a different trading name. For the purposes of determining the FCS limit, Auswide Bank confirms that it is a single banking institution and operates no other licenced banking institutions under a different trading name .

Information on the FCS is available on the FCS website – [www.fcs.gov.au](http://www.fcs.gov.au). A list of Auswide Bank deposit accounts covered by the FCS is available on request.

## 1.5 If you have a complaint

We can help you with any problems you might have with our products and services, including any electronic banking service. Most problems can be solved by simply talking to our staff either at your local branch or our Head Office on 1300 138 831. If there is still a problem, you may be asked to put your problem in writing for referral to Auswide Bank Management. We will let you know if we need more time.

If you raise an issue with us, we'll address it as quickly as possible. In fact, most complaints are resolved within one business day. In nearly all cases, you can expect your concern to be resolved within five business days. In the event it takes us longer than five days to resolve or investigate, we'll ensure that you're regularly updated.

If you are dissatisfied with the outcome of your complaint or the way in which it was handled please let us know. Should the complaint remain unresolved and become a dispute, we will inform you of your right to contact an external dispute resolution scheme or other relevant organisations. ~

For further information on our complaints handling procedure, please call us on 1300 138 831 or contact your local branch. Auswide Bank's Internal Dispute Resolution Process is in compliance with the Financial Services Reform Act 2001 (Regulatory Guide) 165.

*~ We are a member of the following external dispute resolution scheme: Australian Financial Complaints Authority (AFCA) GPO Box 3, Melbourne, VIC 3001 - phone 1800 931 678 (free call), e-mail [info@afca.org.au](mailto:info@afca.org.au)*

## 1.6 Acceptance

You accept, and agree to be bound by the conditions and any additional conditions when you either:

- agree to them in writing
- initiate or make a transaction (including a transaction using a remote electronic access method)
- sign or use a debit card, PIN, telephone or internet banking Access Code or other secret code or access method or passbook we give you
- draw or sign a cheque on your account
- sign and return our forms for opening an account, or
- use our telephone or internet banking services or other remote electronic access method/s.

## 1.7 Additional conditions

We may also provide you with additional information and terms and conditions that relate to specific accounts and services we provide. For example, if you use our internet banking service you will receive additional information electronically when you visit the internet banking site.

# **2. ACCOUNT TERMS AND CONDITIONS**

## **2.1 Terms and conditions**

This section sets out the general terms and conditions that apply to our accounts. If we give you any additional conditions in writing that differ from these general terms and conditions then the additional conditions will apply to the extent they differ. For specific terms and conditions on a particular account type (eg. features, fees and charge etc) please refer to the Terms and Conditions for the account.

## **2.2 Opening an account**

Providing our account opening requirements are satisfied, you can open an account in the name of any person including a child. You can also open accounts in the name of a company, body corporate, club, association, business etc or as trustee for any party. An account must be opened in the name of the correct legal entity. You need to complete both our Client (if you're not already an accountholder) and Account Application form and give us any information we require about you.

We can choose not to open an account without giving you a reason.

## **2.3 Identity**

We are required under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Act 2006 to confirm the identity of all accountholders, entities and signatories on all new accounts. If we cannot be sure of your identity, we may not be able to open your account or, if we do you may not be able to do certain transactions on your account.

We can request you provide additional identification at a later date should it be deemed necessary.

### **2.3.1 Individual customers**

You must advise us of your full name, date of birth and residential address. You will then be required to provide original or certified copies of relevant "acceptable identification documents" so that we can confirm same.

### **2.3.2 Business/other entities**

In addition to signatories providing their own identification, we are required to collect (prior to opening the account) original or certified copies of relevant "acceptable identification documentation" in relation to your business/company or entity. In addition we will require details of your entity's principal address/registered office etc. and the nature of your business/entity's activities.

An ASIC Search is required prior to opening company and business accounts. A fee will apply for this search.

We can provide you with a list of acceptable identification documents.

## **2.4 Operation of a joint account**

Joint accounts can be opened by two or more persons or entities. Before you open a joint account you should understand that:

- each of you is liable for the debts on the account
- if the account is overdrawn each accountholder is liable to pay us the overdrawn amount

- if any joint accountholder dies, any funds in the account belong to the remaining joint owners

Joint accountholders can choose whether:

- one or more of you is allowed to sign on your own to operate the account (either to operate)
- two or more of you must sign jointly (both to sign)
- in the case of three (3) or more to sign on the account, all of you may sign

A debit card is only available on a joint account where the signature authority is either to operate. We, upon request from joint accountholders, shall issue a separate debit card having its own PIN for each joint owner.

You may change how you can operate on your account at any time, by completing our Account Maintenance form, or alternatively notifying us in writing.

## 2.4.1 To stop operating a joint account

The joint account cannot be accessed if any one of the account signatories request in writing to stop transactions and we agree. After that, all account signatories must agree in writing to any further transactions being done by any accountholder or authority to operate (except for deposits).

For the account to be closed, all accountholders must return all debit cards and unused cheques to us. Until these are returned, all accountholders, together and as individuals, are responsible for all transactions on the account, interest charges, fees and charges. This means that each accountholder could be liable for the whole of any amount that is owed to us on the account.

## 2.5 Allowing another person to use your account

### *(Authority to Operate)*

If you tell us in writing, we will allow another person to sign on your account as an Authority to Operate (ATO). You will be liable for all debts incurred by that person using your account. Those debts include any overdrawn amounts on those accounts.

If you authorise another person to use your account, that person can do most things that you could do yourself. For example, they can:

- perform deposits, withdrawals and transfers on your account
- authorise us to make electronic periodical payments on your account
- obtain debit card on your account
- have access to your account through telephone, internet and mobile banking
- draw cheques on your account
- stop, or remove a stop on cheques on your account
- get any information from us about your account
- close your account

The authorised person will not be able to alter your personal client details or authorise any other person to operate on your account without your consent.

### 2.5.1 Cancelling the authority

You can cancel the authority at any time by notifying us in writing according to the account operating instructions held for the account. We will act on this request as soon as we are notified of the cancellation. You will, however, be liable for:

- Any transaction made prior to the authority being cancelled, regardless of when the transactions are debited to the account; and

- Any future dated payments, cheques or authorities established by the person you authorised prior to the cancellation of the authority.

You should ensure any payments that you wish to be discontinued are cancelled.

We can also cancel the person's authority to operate the account.

## **2.6 Authority to access your account information**

### ***(Authority to Access)***

You may make special arrangements to allow other persons to access certain account information when required (eg. office employees on business accounts accessing account balances) as an Authority to Access (ATA).

This authority will not extend to performing debit transactions or altering account details.

This authority can be revoked at anytime in writing by the authorised signatory/s.

## **2.7 Power of Attorney**

You can appoint a person to be your attorney under a power of attorney to transact on your account. We must have an acceptable, certified copy of the original Power of Attorney before an attorney can access an account.

We are not responsible for the attorney or the way an attorney accesses an account. We will require the attorney to become a client (if not already), provide sufficient acceptable identification and read and sign a Power of Attorney Continuing Deed of Declaration.

However, you must still advise us as soon as possible if you cancel/revoke the power of attorney. You appoint this person at your own risk. You are responsible for any transaction the person makes on your account, even if you don't know about them. You must not give your debit card, PIN, telephone, internet or mobile banking access code to the appointed person or anyone else. The Power of Attorney can apply for their own debit card, telephone, internet and mobile banking.

## **2.8 Formal trust accounts**

If you are the trustee of an account, you:

- must act according to the terms of the trust and for the benefit of the trust and its beneficiaries
- must not misuse the trust funds or use any rights you have against the trust funds
- agree to these terms and conditions as trustee and in your own personal capacity

All transactions must follow the trust's guidelines. You must be authorised as trustee to agree to these terms and conditions and any additional conditions.

## **2.9 Mortgage offset accounts**

If you are eligible for a mortgage offset account, you will not be entitled to, and will not be paid interest on, that account. The closing daily balance of your mortgage offset account will be fully (or partially) offset against the closing daily balance of your home loan and the benefit (if any) applied to your home loan interest each month.

## **2.10 Deposits**

Deposits made to accounts are not available until we receive and process them and the funds are cleared.

You can deposit funds to your account in one of the following ways:

- by cash, cheque or money order at any of our branches or agencies, but you must supply your account details
- by automatic direct debit request from another financial institution
- by automatic direct credit (eg. government payments, payrolls, RTGS payments etc) but you should organise the direct credit with the organisation who will be making the payments
- by cash or cheque at any “Auswide Bank” ATM that accepts deposits
- by cash or cheque at any Westpac Bank (please quote BSB 645646 and your XREF number) but you may have to pay a fee or charge to that bank through a special arrangement with Australia Post, our debit card holders are able to use their card to make deposits to their account at any Post Office displaying the Bank@Post logo
- by posting cheques or money orders with an accompanying completed deposit slip to us and sent to the following address: Auswide Bank, PO Box 1063 Bundaberg Qld 4670

The date we will deposit the cheque money order to your account will be the date we receive it.

## 2.11 Cheque deposits requiring endorsement

Where deposits are made to accounts by cheque, the cheque payee details will be confirmed to the account name in which the cheque is being deposited.

Should the cheque payee differ, we will require the cheque to be endorsed. The endorser’s signature will need to be validated prior to us accepting the cheque for deposit. We reserve the right to refuse to accept a cheque where the endorsement cannot be validated to our satisfaction and where the true owner of the cheque cannot be established.

## 2.12 Cheque clearance times and special clearances

Every day we handle thousands of cheques deposited into accounts at branches, at our own Automatic Teller Machines or which are received by mail.

While there are no problems with the majority of cheques, some cheques are dishonoured for various reasons (including fraud, a lack of available funds in the account to be debited etc).

All cheques must be deposited to an account with us and will be passed through an accelerated cheque clearing system. During this time, funds from cheque deposits earn interest from the day of the deposit, however the funds will not be made available to you for withdrawal (either by cash, cheque or transfer) until the cheque deposited has been cleared by the clearance system.

After the clearance period, the funds will become available for withdrawal.

Note: we do not cash cheques.

However, if the cheque is dishonoured, either before or after you have accessed the funds, your account will be debited with the amount of the cheque.

It is then your responsibility to resolve the matter with the cheque-writer.

## normal clearance period for cheque deposits

**Local, Intrastate and Interstate Cheques** - 3 business days from the date the cheque is banked to our bankers. Selected cheques deposited at branches may not be sent to the bank until the next working day. In this case, allow 4 business days. Our staff can confirm the clearance period of your cheque at the time of depositing.

Note: suspicious, damaged or mutilated cheques may require longer clearance periods. Agency deposits may require additional clearance period.

**Cheques deposited via Bank@Post** - 7 business days from the date the cheque is banked at Australia Post.

**Overseas Cheques** - 21 business days.

Note: overseas cheques sent on a Bill for Collection basis will only be available for withdrawal once our bankers have received proceeds of the cheque from the drawee bank.

**Early Clearance** - In the case of regular cheque deposits for your salary or wage you may request immediate access to these by special arrangement with us. Certain conditions apply.

We can also arrange for a "Bank Special Clearance" in cases where you require early clearance on a particular cheque, however, in most cases these cheques will still require a minimum of 2 business days for clearance. Special Clearances will incur a fee.

"Bank" and government cheques require normal clearance periods and are not automatically cleared immediately.

## normal cheque clearance cycle

You receive a cheque		Business days
and deposit it to your account - we then send the cheque to our bankers who electronically forward the cheque overnight to the financial institution from where the cheque is to be paid		day 1
cheque is paid with the cheque writer's account debited	<b>OR</b> cheque is dishonoured due to insufficient funds or another technical reason overnight - dishonour details are transferred to our bank	day 2
we await notification of - possible dishonour from bank	<b>OR</b> our bank forwards us an electronic dishonour notice - we debit your account for the amount of the cheque and a letter is mailed to you advising of the dishonour	day 3
funds deposited are made available to you for withdrawal		day 4

*Note: an additional day's clearance should be added to the above timeframe in cases where a cheque deposited with us is unable to be forwarded to our banker until the following business day.*

## 2.13 Cheque dishonours

We will tell you if a cheque you deposit to your account has been dishonoured. The amount of the cheque will be debited from your account.

If you write a cheque and there is not sufficient funds in your account we may dishonour it and return it unpaid to the institution where it was banked.

## 2.14 Interest

Details of our current interest rates are available on our website [www.auswidebank.com.au](http://www.auswidebank.com.au) or by phoning 1300 138 831 or from any branch.

Interest rates are annual percentage rates calculated on the assumption of a 365 day year, unless otherwise stated in any additional conditions we give you.

Interest is calculated at the rate and in the manner we tell you, on the daily balance of your account. Interest is paid into your account at the times we specify. If a different way of calculating interest applies to your account, we will say this in the additional conditions we give you.

We pay interest on cheques from the date they are deposited unless the cheque is returned unpaid or dishonoured. No interest is paid on the amount of unpaid or dishonoured cheques.

Interest statements are available on our transaction, savings, and on-call investment accounts and term deposits showing interest paid to you by us, or on loans and lines-of-credit showing interest

charged by us. Interest statements are available for both the current and previous financial year and can be obtained at any time over-the-counter at our branches or by contacting us in writing.

You may also review interest paid for the current and previous financial year using internet or phone banking.

## 2.15 Withdrawals

Withdrawals in our branches must be made on our withdrawal form or in the form of a letter from the authorised signatory/s. Withdrawals in our branches using a debit card may be made without needing to complete any forms, however you will be required to enter your PIN. You can also withdraw in other ways, for example at any ATM within Australia that accepts debit cards through EFTPOS or by mail to Auswide Bank, PO Box 1063, Bundaberg Qld 4670.

Withdrawal forms must be signed by the authorised signatory/s to the account. If the signatures do not match our records or the number of signatory/s is not in accordance with our records, we can refuse to process the withdrawal.

Withdrawals and transfers may also be made using a debit card at any Australia Post outlet displaying the Bank@Post logo.

## 2.16 Withdrawal limits

We can apply and vary a daily or periodic transaction limit on the number or value of withdrawals you make using different access methods on any one day. Limits on your account will not apply when a withdrawal is processed at one of our branches by one of our cashiers (except for cash withdrawals - refer Section 2.17 Cash Availability).

## 2.17 Cash availability

We can limit or vary the amount of cash you can withdraw from your account.

If you want to withdraw more than our standard cash limit at any time, you must let us know at least 24 hours in advance. You can tell us by contacting the branch where you wish to collect the cash, or by phoning 1300 138 831. This is because we do not hold large amounts of cash in our branches. We may charge a fee for this service.

You can withdraw up to our standard cheque limit without notice if you take the funds in the form of a "bank" cheque. We may charge a fee for this. Larger amounts above this limit can be arranged at your branch.

## 2.18 Auto-sweep

An auto sweep can be arranged to automatically transfer funds from nominated Auswide Bank transaction, savings or on call investment accounts in the event that you do not have sufficient cleared funds in a particular account to cover cheques written, direct debits from your account and external payments.

Up to 5 accounts can be nominated - with the auto-sweep checking each account in turn for sufficient cleared funds to transfer to your account. If the required amount is not available in the nominated accounts, a part amount will be debited from each account. However, if the full amount cannot be transferred, no sweep will occur. A fee may be applied to this service.

## 2.19 Debits from your accounts

Debits from your account may include:

- cash or cheque withdrawals
- government fees and charges (including bank account debit tax where applicable)
- any fees we charge and other institution's fees we pass on to you
- any interest due
- any electronic funds transfer transactions (including RTGS payments)
- a direct debit authorised by you
- any transfers you make
- BPAY® transactions
- other debit transactions and adjustments

If there is more than one deduction on any one day we decide the order in which these are made. You must pay all government fees and charges when they are due.

© Registered to BPAY Pty Ltd ABN 69 079 137 5182.13 Cheque dishonours

## 2.20 “Bank” cheques

You can arrange for a “bank” cheque at our branches to pay for goods and services. The amount of the cheque is debited immediately from your transaction, savings, investment, or line-of-credit access account. A fee will apply when you purchase a “bank” cheque.

If you use cheques regularly you may wish to consider applying for a cheque book.

Cheque payment services are available by arrangement with Westpac Banking Corporation ABN 33 007457141.

## 2.21 “Stop payments” on “bank” cheques

You can request for a “stop payment” to be placed on a “bank” cheque which has been drawn by us from funds held in your account, if the cheque is unpaid, by completing a “Bank Cheque Stop Payment” form.

However, as we are the drawer of the cheque and are liable for payment to the payee/third party, we are legally entitled to refuse your request to stop payment on the cheque.

Should we agree to stop the cheque, you will agree that at all times in the future to indemnify and hold us harmless against all actions, liabilities, proceedings, claims, costs and expenses that we may suffer, incur, or sustain in connection with, or arising in any way whatsoever out of your request that that payment be stopped.

If the cheque is made out to a third party, you will be required to obtain written consent from the third party to stop the cheque. If you are unable to obtain this consent, we will require you to hold funds in your account equal to the amount of the cheque until we are satisfied that no proceedings will be brought by the third party against us. As the cheque drawer we may at our discretion, pay the value of the cheque to the third party where in our opinion, we are liable to honour the cheque.

All requests for removing stop payments must be in writing.

## 2.22 Direct debits

A Direct Debit facility is an electronic “direct” debit from your approved transaction, savings, on-call investment or line-of-credit access account:

- to approved accounts at other financial institutions. These are arranged directly with us by completing either an Electronic Funds Transfer to Other Financial Institutions form (for one-off payments at branches only) or an Electronic Periodical Payment - External form, or by using internet or mobile banking. You will need to advise us of the BSB Number of the financial

institution to which the funds are to be transferred and of the Account Number into which the funds are to be paid.

- to approved organisations to pay for goods and services. For example, health funds and insurance companies. These are arranged with the applicable financial institution or organisation. You will need to advise the organisation of our BSB Number (645 646) and the individual Auswide Bank Account XREF (Cross Reference) Number (can be obtained by contacting us) from which funds are to be debited
- to pay your monthly premium for your Home and Contents, Motor Vehicle, Caravan/Trailer Insurance.
- to other Auswide Bank accounts held by you or a third party (internal transfers).

*Fees and charges apply (including reject fees on dishonoured payments). Details are disclosed in the dishonours and rejects section of your relevant account's guide. Where requests are made through a branch, a minimum of three working days prior notice is required for new regular payments and payment cancellations. Auswide Bank Insurance is underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850.*

## 2.22.1 Direct debit disputes

If a Direct Debit has already been processed to your account and you have not authorised the Direct Debit or you disagree with the timing or amount of payment, you should contact the Direct Debit User and rectify the problem. If you can not resolve the problem directly with the Direct Debit user, you must complete a Direct Debit Claim form and we will investigate the transaction on your behalf. A Direct Debit claim may take up to 14 days to resolve.

## 2.22.2 Direct debit stops

We are unable to stop a Direct Debit transaction after it has been processed to your account (see Direct Debit Disputes for what you can do if a Direct Debit has already been processed to your account). If you wish to stop a Direct Debit before a transaction is processed to your account, you should contact us directly on phone 1300 138 831 or visit a branch and complete a Direct Debit Request - Stop Payment form.

## 2.23 Direct credits

A Direct Credit facility is an electronic "direct" credit to your approved transaction, savings, on-call investment, line-of-credit access or loan account:

- from approved accounts held by you at other financial institutions. These are arranged directly with us. You will need to advise us of the BSB Number of the financial institution from where the funds are to be transferred, the Account Number from which funds are to be debited and the individual Auswide Bank Account Number into which funds are to be credited.
- from approved accounts held by third parties at other financial institutions (such as your employer). These are arranged by the third party with the applicable financial institution. You will need to advise the organisation or third party of our BSB Number (645 646) and the individual Auswide Bank Account XREF (Cross Reference) Number (can be obtained by contacting us) into which funds are to be credited
- for Centrelink entitlements (eg. pension, family assistance etc). These are arranged with the applicable government department. You will need to advise the government department of our BSB Number (645 646) as well as the individual Auswide Bank Account XREF (Cross Reference) Number (which may be obtained by contacting us) into which funds are to be credited from other Auswide Bank accounts held by you your employer or a third party.

Where requests are made through an Auswide Bank branch, a minimum of three (3) working days prior notice is required for new payments and payment cancellations.

## 2.24 Electronic payments

You can ask to have money transferred to other accounts, between accounts, to third parties and to accounts at other institutions as a one-off or on a regular basis (at desired frequency eg. fortnightly, monthly etc). All transfers can be arranged over the counter at your local branch or through phone, internet or mobile banking.

A minimum of three (3) working days notice is required to arrange a new regular payment. In some instances payments may not be transferred until the second working day after a weekend or public holiday. In order for us to facilitate a transaction, sufficient cleared funds need to be deposited at least one business day before the agreed payment date.

We can charge a fee for these transfers if we agree to provide them. We can also change vary or discontinue providing these transfer facilities, however you will be provided with prior written notice before this service is withdrawn.

If you arrange to send a payment to us or ask us to send a payment to another institution, we will direct the transaction electronically to the intended account using only the BSB and account number provided by you. The account name may not be used to validate that the transaction has been posted to the correct account.

You should ensure BSB and account number details for any payments are correct, as we are not liable to you for transactions that are directed to an incorrect account.

We will keep transferring the agreed amount of money until:

- you cancel the service in writing - a minimum three (3) working days is required to cancel payments
- an appropriate authority informs us in writing that an accountholder is insolvent or mentally unsound
- we get a letter saying the accountholder has deceased where the account is in one name
- you tell us in writing to change the amount or frequency
- the automatic payment has been unsuccessful on four (4) consecutive due dates
- you instruct us in some other manner (eg. internet banking) and we agree

We will only transfer moneys if there are enough cleared funds in the account. If there is only enough money to make some payments, we decide when and what payments to make. We can charge you a fee (in addition to any other fees) when a transfer is unsuccessful.

If we have been unable to successfully make your automatic payment on four (4) consecutive due dates we may cancel the authority and may not attempt to make further payments unless you provide us with a new authority to do so. We are not liable if any payment or transfer is delayed outside our control, cancelled or dishonoured by us where there are insufficient funds in the account.

## 2.25 Overseas transactions

Transactions processed (including fees) in foreign currency may be converted to Australian dollars using the exchange rate specified by our foreign exchange agents.

Cheques drawn on an overseas institution may be converted to Australian dollars using the exchange rate current at the time we deposit this cheque to our bankers.

Our bankers may choose to collect the amount of overseas cheques from the drawee bank prior to depositing the proceeds to your account. This is referred to as "sending the cheques for collection".

We are not liable for, nor shall we reimburse any fee or charge deducted from the value of a cheque that is imposed by an overseas institution in relation to collecting the amount of the cheque.

If you deposit a cheque to your account drawn on an overseas institution, and that cheque is returned or dishonoured, you are liable for differences in the Australian dollar value of the cheque resulting from fluctuations in exchange rates between when the cheque was deposited to your account and when the cheque was returned or dishonoured.

## 2.26 Set-off

You agree that we can set off and/or apply the credit balance of any account that you have with us against any debt owed by you to us, without your prior consent. This may include transferring funds to cover personal cheques or overdrawn balances.

This does not apply to some accounts regulated by the National Credit Code, where we will have all rights available to us at law.

## 2.27 Overdrawing an account

When the amount of withdrawals or other transactions posted to your account equals more than the balance in your account, your account becomes overdrawn. In this case we may charge you an overdrawn account fee.

You must repay any overdrawn amount, including any fees or interest payable as soon as we ask for it. We can withdraw money from your other accounts to cover the amount overdrawn.

If you break these terms and conditions, we may take legal action against you. You agree to pay reasonable enforcement expenses (including all legal costs on a solicitor and own client basis) we incur or sustain in recovering or attempting to recover overdrawn amounts.

## 2.28 Cheque book facility

A cheque book facility is a payment facility that allows you to pay for goods and services by cheque instead of carrying cash and you can pay by mail. Your cheque book can be linked to an applicable transaction, on call investment or line of credit access account - you don't need to open a separate cheque account.

You will not be eligible for a cheque book unless you are 18 years or over.

New account holders (under 3 months) require a minimum balance of \$250 in their account at the time of applying for a cheque book. You may apply for a book of either 30 or 200 cheques which will be posted to you.

Auswide Bank reserves the right to accept or decline your application for a cheque book.

*Cheque payment services are available by arrangement with Westpac Banking Corporation ABN 33 007 457 141.*

### 2.28.1 Terms and conditions

When we receive a cheque written out by you, you acknowledge that the cheque is a request from you to pay funds from your account, even if the request results in your account becoming overdrawn.

You agree to write cheques only if you have enough cleared funds in your account to cover them.

The date on the cheque must be the day the cheque was written.

### 2.28.2 Paying cheques

You will continue to receive interest on funds in your account right up until your cheque is presented anywhere in Australia. If you do not have sufficient available cleared funds in your account to cover

the cheque at the time of presentation to our bankers, we can dishonour the cheque, draw money from your other accounts or honour the cheque. We can charge you a fee for this.

We may also decide to not pay a cheque where we have received notification of a stop payment on the cheque or where there is another valid reason (such as fraud) for doing so. We are not liable to you or any other person if we decide to not pay a cheque.

### **2.28.3 Stopping payment of cheques**

Should you wish to stop payment on a particular cheque (or cancel cheques that may have been lost or stolen) you should notify us as soon as possible.

You should complete the relevant form at a branch (which may include an indemnity for loss), write to us, send a facsimile to (07) 4152 3499 or send a secure message through internet banking. Email and phone requests cannot be accepted.

After receiving your request, we will confirm whether the cheque has been presented to your account. If the cheque has already been presented, we will be unable to proceed with your request.

### **2.28.4 Issuing cheque books**

We will issue you a new cheque book (a cheque book fee may apply):

- when you ask for one; or
- after a set number of cheques are presented to us

We can withdraw or stop the issue of a cheque book or demand that it is returned at any time, however you will be provided with written notice either prior or at the time this service is withdrawn.

### **2.28.5 Lost, misued or stolen cheques and cheque books**

As your account can be accessed by your cheque book, you should always keep it in a safe place. You must not leave signed blank cheques in your cheque book. If your cheque book is stolen, lost or misused, you must phone us immediately and follow up with the details in writing. Please either contact your local branch or phone 1300 138 831.

## **2.29 Statements and passbooks**

All accounts default to receive a statement at least once every 6 months, or where otherwise required by a law or Code, we may give you a statement showing all transactions on your account from the last statement. You can request a statement of your account at any time.

Upon request, selected accounts may have a passbook issued instead of periodical statements. Passbooks can be updated at any branch. A passbook account will not be automatically issued with a statement - should you require a statement on a passbook account a fee may apply.

You must read statements, passbooks and other records of your accounts and write to us promptly if there is a mistake, if information is missing or if statements show transactions you did not make.

## **2.30 Errors on statements, mistakes and unauthorised transactions**

If you detect an error or believe a transaction was not authorised by you, or that an amount has been credited to your account that you may not be entitled to, you must notify us as soon as you become aware of the transaction.

Where moneys have been transferred by you to another account in error or by mistake you are solely responsible in relation to correct that error and any loss suffered by you.

Where moneys have been transferred to your account by someone else or you in error, at the branch or elsewhere, you agree:

- we may in our sole and absolute discretion disclose to the payer, the name and number of your account where your account has been incorrectly credited
- in the event of a dispute we may pay the funds to a court pending resolution of any dispute
- we may in our absolute discretion on forming a reasonable opinion that your account has been incorrectly credited in error, freeze that amount in your account or reverse those funds from your account or deduct the amount of those moneys from your account.

We are not responsible for any loss you may suffer due to errors, inaccuracies or omissions in relation to authorised but mistaken instructions given to us for the operation of your account.

Some other transactions are governed by the ePayments Code of Conduct. We will comply with the requirements of any law, code or scheme to which we are bound, applying to transaction disputes.

## 2.31 Direct bank feeds

Auswide Bank can facilitate an electronic copy of your account information directly to your business or to your accountant. A direct bank feed eliminates the process of manual data entry and provides accurate and timely data.. For details of accounting solutions which are enabled to receive a direct bank feed from Auswide Bank – please visit our website.

## 2.32 Changes to your details

You must write to tell us promptly if you or any person authorised to make transactions on your account changes name, signature, residential or postal address or phone number.

If you wish to change the name of your account, we will require proof of your name change by sighting relevant documentation such as one of the following:

- a marriage certificate
- a divorce certificate
- adoption papers, or
- the relevant deed poll and evidence of its registration

If an organisation, business or corporation changes its name we need to see a certified copy of the:

- Certificate of Registration or Incorporation for the new name, and
- Resolution of the Meeting of the Organisation which decided on a change of name

In the case of personal accounts, should you wish to change the signatories to the account, we will require all existing accountholder/s to notify us in writing unless your specific prior instruction was for all accountholders and signatories (eg. accountholder/s and authority to operates) to sign for making amendments to the account.

If an organisation (club/association), business, company or other entity wishes to change signatories to the account, in addition to all existing signatories notifying us in writing, we may require other forms of verification documentation to be produced.

## 2.33 Notifications

Any notice or other document may be given by sending it to the last address you gave us. Except where it contravenes a law or the ePayments Code, if we send it to your last known address, it is

taken to have been received on the date it would have been delivered in the ordinary course of the post.

It is your responsibility to notify us immediately if you change your address. In cases where your mail has been returned as undeliverable, we will update your account accordingly until you advise us of your new address.

Unless you advise us to the contrary, all correspondence for entities (eg. companies, businesses etc) will be sent to the entity name. In the case of joint accounts or accounts held by multiple individuals, correspondence will be forwarded to the primary account holder (that is the first person whose name appears on the account).

## 2.34 Account closures

You can request us to close your account, however we will only proceed with this request if the following conditions have been met:

- if your account is a joint account, it can only be closed in accordance with the authority to operate, therefore “two or more to sign” accounts require that number of persons to authorise the account to be closed
- if you have deposited any cheques to your account, you cannot close your account until they have been cleared
- if your account has a cheque book attached, you cannot close it if there are unrepresented cheques. You must return all unused cheques. If any cheques are presented to us after the account has been closed, we may not pay them.
- if a debit card has been issued on your account, we may not close the account until you have returned debit card to us.
- you have arranged to cancel any direct debit authorities you have authorised. If transactions are received after account closure, they may be returned or posted to the account. If we post them to your account we may notify you of the amount owing and you must pay us that amount immediately. You must pay us any fees that result from transactions being posted to your account after the account has been closed.

We can close your account immediately without telling you first if:

- you break the terms and conditions
- you overdraw your account and the amount is not paid within a period not exceeding 87 days from the date your account became overdrawn
- your account has maintained a zero balance for a period of 12 months and has had no transactions
- we have security reasons to do so or we have satisfied ourselves that there are other valid commercial reasons for doing so
- we believe that you have defrauded or attempted to defraud us, any other financial institution or any other person
- we need to by law
- you have given us false or misleading information
- we believe further use of your account may cause you or us loss
- you act in a manner that in our reasonable opinion, threatens the security of our staff , property or any other person
- for a mortgage off set account - you payout your loan (we will transfer the funds to another Auswide Bank account)
- where the Terms and Conditions of an account specify that your account will be closed and

transferred to another Auswide Bank account type/s if certain conditions are met or not met. When your account is closed, any credit balance and any accrued interest will be paid to you. If there are any outstanding fees, charges or other amounts owing to us we will deduct these first. After closure of your account, should we receive any outstanding debit transactions (eg POS fall back vouchers), you will be required to immediately pay these amounts to us. We may close your account without reason by giving you at least 21 days prior written notice

## **2.35 Ownership rights**

We own all debit cards, passbooks, cheques, cheque books and any other access methods we issue you. We can request the return of any of these items if there is a valid reason for doing so.

## **2.36 Loss or damage if you break these terms and conditions**

Subject to these Terms and Conditions, you agree to pay us for any loss, damage or costs we may have if:

- you do not follow any law or regulation that applies to your account or transactions on your account
- you do not use our debit cards, cheques, internet, mobile or phone banking correctly
- you do not follow our terms and conditions or particular conditions
- there is any breach by you as a trustee or director
- you disclose your Login details

We are not responsible for any loss if a debit card, cheque book, term deposit investment record or passbook is lost, stolen or misused except where we agree in these terms and conditions, or where by law or a code you are not responsible for any loss.

## **2.37 Lost or stolen cards, passbooks, cheques or access codes**

If your Debit Card, passbook, cheque book, PIN, telephone or internet banking access code, any password or secret code or any access method is stolen, lost or misused, or you suspect it is being misused, telephone us immediately and follow up with details in writing.

Please call 1300 138 831 during normal office hours. An after hours service for lost or stolen debit cards is available by phoning 1800 072 111.

If you fail to notify us promptly when you become aware that any of the above is stolen, lost or misused or suspect it is being misused, you may be liable for unauthorised transactions processed to your account. Any items stolen must be reported to the police as the police report may be required by us if you wish to make a claim that a transaction on your account was not authorised by you.

## **2.38 Our rights**

We can exercise our rights at any time within the limits of the law. If we delay in exercising our rights, this does not mean we give up those rights.

## **3. FEES AND CHARGES**

### **3.1 Terms and conditions**

When you use your account, cheque book or Debit Card, we can impose a fee or charge.

We can also impose a fee or charge to keep your account and on any transaction made to the account.

In charging any fee or charge we will comply with:

- the law
- the ePayments Code if applicable

You must pay these fees and charges when we specify in an agreement or earlier if we ask you to pay them.

### **3.2 Information**

You can get information about our standard fees and charges that apply to your account by reading all the documentation we have provided you.

Details of fees and charges for loans are included in your loan contract.

### **3.3 Waivers**

In certain circumstances we may waive or refund particular fees and charges.

## **4. PRODUCT PACKAGES**

From time to time we may group various banking products and services into a package. These product packages may include incentives or may be made available in return for a fee and will only be available to applicants meeting the Terms and Conditions of the particular package.

### **4.1 What is a product package**

We offer several mortgage and banking service products as part of various product packages which are only available to eligible customers.

The products and services available under these packages are issued directly by Auswide Bank or in association with third parties. They are issued under their own terms and conditions which are available on request. Applicants who qualify for the package will be entitled to various benefits and discounts ("Package Benefits") relating to these products and services.

These Package Benefits are subject to withdrawal or change from time to time - current details are available on application and are contained in the relevant Schedule of Package Benefits.

## **5. ELECTRONIC BANKING TERMS AND CONDITIONS**

### **5.1 Introduction**

This section applies only to electronic banking as described below. Before you use electronic banking, you must ensure you know about the terms and conditions that apply.

We warrant that we will comply with the requirements of the ePayments Code. The ePayments Code applies to payment, funds transfer and cash withdrawal transactions that are:

- initiated using electronic equipment; and
- not intended to be authenticated by comparing a manual signature with a specimen signature.

It also applies to the following transactions provided by us:

- electronic card transactions, including ATM, EFTPOS, facilities with contactless features, Debit Card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature
- telephone banking and bill payment transactions
- internet banking transactions
- online transactions performed using a card number and expiry date
- online, mobile or digital systems and applications
- online bill payments (including BPAY)
- direct debits
- transactions using mobile devices
- third party services which provide electronic transfer of funds (e.g. international money transfer)
- any other transaction specified by ASIC under Clause 43 of the ePayments Code as a transaction to which the ePayments Code applies.

## **5.2 Security requirements you must take to safeguard your code (PIN, access codes etc)**

In these terms and conditions when the word “code” is used, it shall mean your PIN, your telephone banking Access Code, your internet and mobile banking Access Code or any other secret code we may give you.

Your code is the key to your account when you use certain electronic equipment. Your code is valuable and should be kept secret. Failure to do so may increase your liability for any loss.

To protect your account against unauthorised transactions, where one or more access codes are needed to perform a transaction, please ensure that you adhere to the security requirements below.

You must not:

- voluntarily disclose any of your PINs or Access Codes to anyone, including a family member or friend
- show or tell your PINs or Access Codes to any other person including any verbal or written request from any person, including anyone purporting to be our representative (no one should ask for your PINs or Access Codes, including a financial institution employee, police, merchant or any other person)
- where a computer or electronic device is required to perform a transaction, do not record your code on the device where it can be easily retrieved
- write or record your PINs or Access Codes on your card
- keep a written record of your PINs or Access Codes required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the codes
- select a numeric PIN or Access Code that represents your birth date, or an alphabetical password, PIN or Access code that is a recognisable part of your name
- otherwise act with extreme carelessness in failing to protect the security of your codes
- use your access codes on systems or applications (for example, account aggregation provider systems, or payment provider systems) unless we have authorised your use of that system. You can contact us to confirm the security of an online, mobile or digital system or application.

Always use care to prevent anyone seeing your PINs or Access Codes being entered.

## WARNING

**You must not use your birth date or an alphabetical code which is a recognisable part of your name as a PIN or Access Code, or select sequential numbers eg. “1234” or where all numbers are the same eg. “1111”. If you do, you may be liable for any loss suffered from an unauthorised transaction.**

### 5.3 Lost or stolen cards, passwords, PIN or access code

You must make a report immediately to us if you become aware or suspect that your password, Access Code, card or PIN is lost or disclosed or used without your authority. You must not then continue to use your password, Access Code, card or PIN. We will arrange for you to select a new code.

If you report that a card has been lost or stolen, the card will be cancelled as soon as the report is made and you must not use the card once the report is made.

If you recover the lost or stolen card, you must return the card to your nearest branch for destroying as soon as possible.

We can be contacted as follows:

- visiting your nearest branch
- telephoning our Head Office on 1300 138 831 during normal office hours
- after hours or if no answer ring 1800 072 111

### 5.4 Bank@Post

Bank@Post is a facility at over 3300 Australia Post outlets (displaying the Bank@Post sign) which allows you using your debit card (on your account), to transact over the counter by:

- selecting “savings” and entering your PIN to withdraw, deposit or check account balances on your approved Auswide Bank deposit, line-of-credit and business overdraft access accounts
- selecting “credit” and entering your PIN to deposit to your Auswide Bank loan account (including making loan payments) or to check your loan account balance

A receipt will be issued on each transaction.

To conduct Bank@Post transactions on your loan you will need to have an Auswide Bank debit card.

If you open a mortgage off set account on your home loan and apply for a debit card, you will be able to link the debit card to both your mortgage off set and loan accounts. Alternatively you can apply for a debit card for your loan account only.

You can link your home loan to your mortgage off set debit card by contacting your local branch, phoning our Head Office or by secure email using internet banking.

If you have an existing debit card on another type of deposit account, it cannot be activated for loan transactions via Bank@Post .

*Bank@Post and its associated device marks are trademarks (registered or otherwise) of the Australian Postal Corporation ABN 28 864 970 579 - all rights reserved. Limits apply on withdrawals. Some postal outlets do not have an electronic link to the Bank@Post network. Bank@Post is only available on our personal accounts on selected account types. Cheque deposits will only be accepted if they are made payable in the name of the cardholder; to Auswide Bank for the credit of the cardholder to “Auswide Bank” or to “Cash”. Cheques made payable to third parties or joint accountholders will not be accepted.*

## 5.5 ATM's

Your debit card may be used to transact on your transaction, on-call investment or selected line-of credit access account at Australian ATM's (Automatic Teller Machines) belonging to financial institutions across Australia.

For transaction fee charging purposes ATM's are categorised as:

- "Auswide Bank" branded ATM's
- "non-Auswide Bank" ATM's (ie ATM's belonging to other financial institutions)

At "Auswide" branded ATM's, use our debit card to withdraw, check account balances, change your PIN or to check loan account balances.

Details of our ATM locations are available at our branches, by phoning us on 1300 138 831 or on our website [www.auswidebank.com.au](http://www.auswidebank.com.au)

Your debit card may also be used at any ATM's Australia wide. At these locations, your debit card may be used to withdraw or check account balances.

## 5.6 EFTPOS

Your debit card may also be used to access funds in your account at thousands of POS (Point of Sale) terminals across Australia that display the EFTPOS (Electronic Funds Transfer at Point of Sale) and debit card symbols.

You can pay for goods and services with the purchase price automatically deducted from your transaction, on call investment or line of credit account.

Most retailers will also allow you to obtain extra cash with your purchase.

## 5.7 Processing instructions - general

You authorise us to act on the instructions you enter into electronic equipment.

Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions.

We may delay acting on or may ask you for further information before acting on an instruction. Where we have instructions for more than one payment from your account(s), we will determine the order of priority in which payments are made.

If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown debited from your account, you must report this to us as soon as possible.

If you make a deposit of funds to an account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount we receive, you will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

We are not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, are not responsible for the goods and services supplied by the merchant.

You accept that:

- not all electronic equipment from which cash can be withdrawn will always contain cash
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect
- not all electronic equipment will allow you to make deposits

Unless the payment has not been sent to BPAY, an immediate transfer or BPAY payment cannot be revoked or stopped when we receive your instruction.

Future dated transfers or BPAY instructions can be revoked or changed if instructions to delete the transaction are given to us either in writing or through internet banking before the transaction is scheduled to occur.

## 5.8 Withdrawal of electronic access

We may withdraw your electronic access to accounts (including by BPAY) without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use
- a merchant refuses to accept your card
- any one of the accounts is overdrawn or will become overdrawn, you have exceeded your agreed credit limit or is otherwise considered out of order by us
- we believe your access to accounts through electronic equipment may cause loss to the account holder or to us
- we believe that the quality or security of your electronic access process or our systems may have been compromised
- all the accounts you may access using our phone internet or mobile banking have been closed or are inactive, or the account you have nominated fees and charges to be charged to is closed
- we suspect you of being fraudulent or engaging in inappropriate behaviour
- if we become aware that you do not meet or cease to meet our eligibility criteria for the card or electronic access - or otherwise
- or on giving you not less than three months written notice unless the withdrawal of electronic access is prohibited by law.

We may at any time change the type of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

We may also at any time suspend your right to participate in the BPAY scheme.

You can cancel a card at any time by returning the card to your local branch for destroying.

You can request to de-register from phone, internet and or mobile banking by completing our "Telephone Internet and Mobile Banking" form.

## 5.9 Unauthorised transactions

The following provisions apply to unauthorised transactions. They do not apply to a transaction performed by you or by anyone who performs a transaction with the knowledge and consent of you.

### a) When you are not liable for any losses

You will not be liable for loss arising from an unauthorised transaction if the cause of the loss is:

- the fraudulent or negligent conduct of our employees, agents or third parties involved in networking arrangements, or of merchants, their agents or employees
- a card, account number, password, PIN or Access Code which is forged, faulty, expired or cancelled
- a transaction that requires the use of any card, password, PIN or Access Code that occurred before the user received or selected the card, password, PIN or Access Code (including a reissued card, password, PIN or Access Code)
- a transaction being incorrectly debited a second or subsequent times to the same account
- an authorised transaction that occurs after you have notified us that any card has been misused,

lost or stolen or that the security of your password, PIN or Access Code has been breached from an unauthorised transaction that can be made using an account number without a password, PIN or Access Code or card - where a transaction can be made using a card, or a card and account number, but does not require a password, PIN or Access Code you will be liable only if the user unreasonably delays reporting the loss or theft of the card

- from an unauthorised transaction if it is clear that a user has not contributed to the losses; or
- occurred while our process for reporting unauthorised transactions, loss, theft or misuse of a card or breach of a security requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available

## **b) When you are liable for any losses**

Where section 5.11 (a) does not apply, if we can prove on the balance of probability that you have contributed to the loss arising from an unauthorised transaction through fraud or through breaching a security requirement:

- you are liable in full for the actual losses that occur before we are notified of the loss, theft or misuse of a card or breach of a security requirement; but
- you will not be liable for a portion of the losses:
  - incurred on any one day that exceed any applicable daily transaction limits
  - incurred in any period that exceed any applicable periodic transaction limit
  - that exceeds the balance of the account, including any pre-arranged credit, or
  - incurred on any account that Auswide Bank and you had not agreed could be accessed using the card or account number and/or password PIN or Access Code used to perform the transaction.

Where:

- more than one password, PIN or Access Code is required to perform a transaction; and
- we can prove that you breached a security requirement for one or more (but not all) of the required passwords, PINs or Access Codes

You will only be liable if we can also prove on the balance of probability that the breach of the security requirement was more than 50% responsible for the losses when assessed together with all the contributing causes.

You are liable for losses arising from unauthorised transactions that occur because you contributed to the losses by leaving a card in an ATM.

If we can prove, on the balance of probability that you have contributed to the losses resulting from an unauthorised transaction by unreasonable delaying reporting the misuse, loss or theft of a card or a breach of a security requirement, you will be liable for the actual losses that occur between:

- the time when you became aware of the security, compromise, or in the case of a lost or stolen card should reasonably have become aware; and
- the time we were notified of the security compromise

however, you will not be liable for that portion of the losses:

- incurred on any one day that exceeds any applicable daily transaction limit
- incurred in any period that exceeds any applicable periodic transaction limit
- that exceeds the balance on the account including any pre arranged credit; or
- incurred on any account that we and the accountholder had not agreed could be accessed using the card and/or passwords, PIN or Access Code used to perform the transaction

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and

where a password, PIN or Access Code was required to perform the unauthorised transaction you are liable for the least of:

- \$150 or a lower figure determined by us
- the balance of the account or accounts (including any pre-arranged credit) from which we, and the accountholder have agreed could be accessed using the card and/or password, PIN or Access Code; or
- the actual loss at the time we are notified of the misuse, loss or theft of a card or breach of a security requirement (but not that portion of the loss incurred on any one day which is greater than the daily transaction limit or other periodic transaction limit - if any)

## 5.10 Equipment malfunction

If any system or equipment used to affect an electronic banking transaction is faulty and you suffer any loss, you must contact us immediately and follow up with the details in writing. We will look into the problem as soon as possible.

We are responsible to accountholders for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions. However if you were aware or should reasonably have been aware that the system or equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

Also, we are not liable if you can't make a transaction because the electronic system or equipment;

- did not recognise or kept your debit card for any reason other than faulty electronic equipment
- did not work because of your deliberate or negligent act
- was not used according to these terms and conditions
- was faulty in a way that was outside our control or the equipment owner's control and you should have been reasonably aware that it was faulty; or
- was not designed to handle the kind of transaction you wanted to make

We will also not be liable for cash once it is visible or available from any electronic equipment, such cash is deemed to be at the risk of the cardholder.

You are solely responsible for your own computer and mobile phone anti-virus and security measures and those of any unauthorised user, to help prevent unauthorised access via internet or mobile banking to your transactions and accounts.

## 5.11 Problems or complaints with electronic banking

If you have a problem or a complaint about a transaction (including any entry on a statement), note down the details and call 1300 138 831 or contact any branch as soon as possible. We need to know details about the type of electronic terminal, location and problem experienced. We will investigate the problem and if we can't solve it immediately, we will tell you in writing of the steps we will take and how we intend to solve the problem.

If we have not finished our investigation within 21 days of receiving your complaint, we will tell you in writing that we need more time. We will complete our investigation within 45 days unless there are exceptional circumstances. If this is the case, we will tell you about these in writing, provide you with monthly updates on the progress of your complaint, and inform you of a date when a decision can reasonably be expected.

Before we say who or what caused the problem, we or the equipment owner will refer to the electronic system log to see if there was any fault in the system when the transaction was made.

We will give you these results in writing. We will also put into writing the results of our investigation and the reasons for our decision. We will include the sections of the ePayments Code which helped us make our decision.

If the investigation shows your account has been wrongly adjusted, we will correct this (and make similar corrections to any interest or charges). We will tell you in writing of any such changes.

If we think you are partly or wholly responsible pursuant to section 5.9 for the problem that was the basis of the complaint, we will tell you this in writing and show you copies of documents and other evidence involved. If you are not satisfied with any decision that we make, you can contact our Internal Dispute Resolution section and ask them to review your case. We can also advise you of other avenues of dispute resolution that are available to you.

## 5.12 Changes to the electronic banking terms and conditions

We will give you at least 20 days prior written notice of any changes which:

- impose or increase fees or charges for issuing or replacing a card, password, PIN or Access Code
- impose or increase fees or charges for performing transactions
- increase your liability for losses relating to transactions
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment; or
- impose, remove or change your daily or other periodic limit on transactions, an account or electronic equipment (eg. limits on the number or value of ATM withdrawals)

We can make other changes where it is required to do so immediately restore or maintain the security of a system or an individual facility including the prevention of systemic or individual criminal activity, including fraud.

Subject to the law and these terms and conditions, we can tell you about other changes in electronic banking by:

- a notice on or with your statement
- a notice on ATM's or at our branches
- secure message services on our internet banking service if you have agreed to this method
- press ads, or
- a letter.

# 6. VISA DEBIT CARD TERMS AND CONDITIONS

The following Terms and Conditions apply to the use of the Auswide Bank Visa Debit Card (which includes payment devices such as wearables e.g. PayBand) and governs the operation and use of the card. These terms and conditions should be read in conjunction with Section 5 - Electronic Banking Terms and Conditions.

## 6.1 Visa Debit Card

The Visa Debit Card allows you to access your own funds on selected Auswide Bank account types in Australia or overseas.

Auswide Bank offers two options of Visa Debit Cards - a '*Full Access*' card and a '*Limited Access*' card.

'*Full Access*' Visa Debit Card can be used: at Australian and overseas ATM's, Auswide Bank branches and Bank@Post; for EFTPOS in Australia and overseas including payWave contactless purchases; to shop online and make phone or mail order purchases.

'Limited Access' Visa Debit Card can be used: at Australian and overseas ATM's, Auswide Bank branches and Bank@Post; pay for goods and services using EFTPOS in Australia and overseas including payWave contactless purchases.\*

\* Restrictions have been applied to 'Limited Access' Visa Debit Cards which are designed to prevent Visa online, phone and mail order (card not present) and limit the amount on Visa network transactions – however Auswide Bank cannot warrant that such restrictions will be applied if your card is used fraudulently or the transaction is incorrectly processed by a merchant.

## 6.2 Eligibility criteria

The Visa Debit Card is available to customers aged from 12 years of age with an Australian residential address. You can apply for a card on the following list:

- 12 to 15 years – 'Limited Access' with parental/ guardian consent.
- 16 to 17 years – 'Limited Access'
- 16 to 17 years – 'Full Access' with parental/ guardian consent or as an account signatory
- 18 years & over – 'Limited Access' or 'Full Access' with option of either card access.

## 6.3 Card validity and expiry

Any Visa Debit Card issued by us to you is for use on your account and remains our property. When you receive your card, for security reasons, you must sign it immediately. It should only be used within the "valid from" and "until end" dates. As soon as a card expires, ensure that you destroy it by cutting it into several pieces, ensuring that the magnetic strip and chip are cut in half, and disposing of them securely.

## 6.4 Your responsibility for use

You are responsible for each purchase and cash withdrawal made using your Visa Debit Card. This is whether the purchase or cash withdrawal is made at your request or by the use of your Auswide Bank Visa Debit Card. There are limits on your liability for unauthorised use set out in section 6.14 – Loss or Theft of a Card or PIN, 6.15 – Your Liability for Unauthorised transactions and section 6.19 – Disputed Transactions.

You are responsible for the security of any card issued to you. Any card issued to you is for your use only and you are responsible for keeping your card in a safe place and providing protection from theft and misuse.

## 6.5 Daily withdrawal limit

The following maximum daily withdrawal limits will apply		
<ul style="list-style-type: none"> <li>Australian ATM's</li> <li>EFTPOS transactions where the "SAV" or "CHQ" button is selected</li> </ul>	<p><b>\$2000 per card per account per day*</b></p>	<ul style="list-style-type: none"> <li>We can apply and vary a "combined" daily limit on the value of withdrawals you make using these access methods on any one day</li> <li>You may vary this amount on application</li> </ul>
<p>Visa Network transaction daily withdrawal limit</p>	<p><b>Up to available balance of account</b></p>	<p>Visa Network includes the following transactions:</p> <ul style="list-style-type: none"> <li>payWave contactless transaction (up to \$100 per transaction without entering PIN)</li> </ul>
<p>Visa Network limit per transaction</p>	<p><b>'Limited Access' Card Maximum \$500 per transaction</b></p>	<ul style="list-style-type: none"> <li>Overseas ATM's &amp; EFTPOS</li> <li>Overseas and domestic transactions where the CR button is selected</li> <li>Signature based paper transactions</li> <li>Mail order, phone or internet transactions (not available on 'Limited Access' card.)</li> </ul>
	<p><b>'Full Access' Card No Limit</b></p>	

\* You will be advised of this maximum daily transaction limit when the card is issued to you, and you will be subsequently advised of any changes we make to the limit. You can change your limit (from \$300 to \$2000) by either contacting us in writing or visiting one of our branches.

## 6.6 Use of your card

Your Auswide Bank Visa Debit Card may be honoured by financial institutions and merchants displaying a sign or card promotional material that identifies the Visa card scheme. This does not mean that all goods and services available at those premises may be purchased by use of the card.

The Visa Debit Card is accepted at more than 29 million locations worldwide. You can also make withdrawals from ATM's where the Visa PLUS logo is displayed to avoid carrying large amounts of cash (fees and charges apply). You may be able to use your Visa Debit Card details through an electronic banking facility. This includes when the Visa Debit Card details are used at a merchant by mail, phone order or through the internet to pay for goods or services. In this instance:

- use of your card details through an electronic banking facility will be subject to the Electronic Banking Terms and Conditions (section 5); and
- where these card terms and conditions conflict with those of the Electronic Banking Terms and Conditions, the Electronic Banking Terms and conditions will prevail

You should ensure the transaction amount is correct before:

- you sign vouchers or transaction records given to you by merchants or a financial institution
- you enter your access code (which includes your Personal Identification Number (PIN) or other identifying number and/or password) at an electronic banking facility; and
- authorising the amount for a Visa Easy Payment Service Transaction

Always ensure that you request a receipt for all transactions.

By signing a voucher or transaction record or entering your access code (which includes your PIN or other identifying number and/or password) at an electronic banking facility, you indicate your agreement that the transaction amount is correct.

Subject to any applicable law, we are not responsible for goods or services supplied to a cardholder. Any complaint must be resolved with the merchant.

A Visa Debit Card transaction cannot be changed. It is an unchangeable order by you to us to process the transaction. You may not request us to alter or stop payment on the transaction. You may only cancel periodical debits authorised to be made to your Visa Debit Card by directions to the merchant.

Your Visa Debit Card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by any law in the cardholder's jurisdiction. We may temporarily block the use of your card where we have reason to suspect inappropriate, unauthorised or unlawful activity on your card. We will endeavour to contact you in this event.

You are encouraged to maintain a record of any regular payment arrangement you elect to enter into with a merchant. A regular payment arrangement includes regular direct debits, regular recurring payments and instalment payments from a debit card. Instalment payments are regular payments over a set period of time. To either change or cancel any regular payment arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the regular payment arrangement we must accept the merchant's transaction. If possible, you should retain a copy of your change/cancellation request. If the merchant fails to act in accordance with these instructions you may have the right to dispute.

## 6.7 Limits on use

An Auswide Bank Visa Debit Card may not be accepted unless it carries your signature and is used during the validity period shown on your card.

The available balance of your account will be reduced by the amount of:

- any transaction for which a merchant seeks and we are given authorisation (even if the transaction is not completed at the time of the authorisation). This authorisation is for the purpose of establishing that there are sufficient funds available in your Auswide Bank Visa Debit account for the transaction; and
- any debit to your account except to the extent that the relevant transaction has already led to a reduction in the amount of available balance

All purchases and cash withdrawals made using your card through the Visa card scheme are limited to the available balance of your account.

Restrictions have been applied to 'Limited Access' Visa Debit Cards which are designed to prevent Visa online, phone and mail order (card not present) and limit the amount on Visa network transactions – however Auswide Bank cannot warrant that such restrictions will be apply if your card is used fraudulently or the transaction is incorrectly processed by a merchant.

## 6.8 Verified by Visa

Verified by Visa is an external service that provides you with extra protection and security when you make a purchase from a participating retailer via the internet using your 'Full Access' Visa Debit Card.

The Verified by Visa service enables you to authenticate that you are communicating with us during an online shopping transaction and helps us to verify that it is you who is using your card online - before authorising the purchase. Just like entering a PIN at an ATM, you gain important added protection when shopping online.

You can register for this service online at anytime on our website [www.auswidebank.com.au](http://www.auswidebank.com.au) Alternatively, you will be prompted to register during the checkout process when making an online purchase with a Verified by Visa retailer. Please note that from your first online shopping transaction

with a Verified by Visa retailer, it will be mandatory for you to register or you will not be able to continue shopping online with these retailers using your Auswide Bank 'Full Access' Visa Debit Card.

### 6.8.1 Using the Verified by Visa service

- You will be required to use Verified by Visa to make purchases online with Verified by Visa retailers. However, Verified by Visa is only available in connection with participating online merchants.
- When making an online purchase or other transaction for which Verified by Visa applies, you may be asked to provide certain information to allow your identity to be validated and to verify that you are the cardholder. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties with whom Visa has a relationship.
- If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa Debit Card or payment for that transaction and you may be unable to complete an online transaction using your Visa Debit Card.
- In the event you have a question regarding the authentication process or a transaction using your Visa Debit Card, you should contact us.

### 6.8.2 Termination of Verified by Visa

The Verified by Visa service may be discontinued, terminated or suspended (permanently or temporarily) without giving you prior notice.

### 6.8.3 Verified by Visa participating online merchants

You will know that an online merchant is a participating online merchant because you will see the Verified by Visa logo and you may be asked to verify your identity before completing an online transaction with that merchant.

We do not endorse or recommend in any way any participating online merchant.

Your purchases or other dealings with merchants through Verified by Visa, including payment for and delivery of related goods or services not purchased via Verified by Visa, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the merchant. Except as otherwise set out in our Terms and Conditions, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

### 6.8.4 Errors

If you believe a Verified by Visa transaction is wrong or unauthorised or a periodical statement contains any instances of unauthorised use or errors, you should contact us immediately.

## 6.9 Visa PayWave

Your Visa Debit Card includes Visa payWave contactless technology.

Visa payWave will help you spend less time at the register by allowing you to tap your card on a contactless POS terminal to make transactions through an embedded antenna in the card. Purchases can be made up to \$100 simply and securely and do not require a PIN. Contactless transactions over \$100 will be required to be authorised by your PIN. The Visa payWave feature cannot be turned off however, the option to use Visa payWave is at the discretion of the cardholder.

## 6.9.1 Security of Visa payWave

Visa payWave enabled cards are as secure as any other Visa chip card. They carry multiple layers of security.

Visa payWave only works when the card is within 4cm of the card reader and the payWave terminal can only process one transaction at a time. Because your Visa payWave card doesn't leave your hand during the transaction, you remain in control of your card at all times. You should notify Auswide Bank promptly of any lost or stolen cards or of any unauthorised use of your Visa Debit Card.

Visa payWave transactions are backed by Visa's Zero Liability policy\* (a guarantee from Visa that you will not be held responsible for fraudulent charges to your card).

*\*Visa Zero Liability policy does not apply to ATM transactions or transactions not processed by Visa.*

There are limits on your liability for unauthorised use set out in sections 6.14 - Loss or Theft of a card or PIN, 6.15 - Your Liability for Unauthorised Transactions and section 6.19- Disputed Transactions.

## 6.10 Processing of instructions by Auswide Bank

Your account will be debited with, and you agree to pay to us:

- each purchase
- each cash withdrawal; and
- fees and charges payable under these terms and conditions

You agree that:

- the amount shown on a sales voucher or any other evidence of a purchase is sufficient evidence of the purchase
- the amount shown on a cash withdrawal voucher, receipt or any other evidence of a cash withdrawal is sufficient evidence of the cash withdrawal; and
- the above applies regardless of whether the voucher or other evidence is signed by you

We may assign any date it considers appropriate to a debit or credit to your account or may adjust any debit or credit for the purposes of correction.

## 6.11 Statements and currency conversions

We will forward you a statement for your account at least once every 6 months unless you arrange with us to receive one more frequently. If your account has a passbook attached, you will not receive statements and you should have your passbook updated regularly to check all entries.

Statements are available on your account at any time by either contacting a branch or using internet or phone banking.

A charge may apply for any additional statements over any free limits.

You can also check your account and transactions at anytime using internet, mobile or phone banking.

If your Visa Debit Card or card details are used to make transactions in a foreign currency, the way amounts are converted to Australian (AUS) dollars will be treated as follows:

- purchases, cash withdrawals, refunds and any other charges, incurred in currencies other than AUS dollars are converted to AUS dollars (directly from United States, Canadian, New Zealand and Singapore dollars, pound sterling, euros and Japanese yen or, if in a currency other than these currencies, first to US dollars) as at the dates they are processed by Visa International using exchange rates determined by them

- the exchange rates used by Visa International to convert a foreign currency transaction to \$AUS are wholesale market rates selected by Visa International from within a range of wholesale rates or the government-mandated rate, in effect 1 day prior to the Visa International Central Processing Date. The converted \$AUS amount, including the percentage charged for the currency conversion fee, will appear on your statement as the transaction amount.

An overseas transaction fee is charged to your account for all foreign ATM cash withdrawals.

**Note: refunds incurred in currencies other than \$AUS are converted to \$AUS as at the date they are processed by Visa International using exchange rates determined by them. This often results in the refund being converted using a different exchange rate from the one used to convert the original purchase or cash withdrawal.**

## 6.12 Protecting your card, PIN and other codes

Because anyone who has your Visa Debit Card and access code (including your PIN or other identifying number and/or password) can make transactions on your account, you must take special care to protect them. To protect your Visa Debit Card you must:

- sign it as soon as you receive it
- carry it with you whenever you can
- regularly check that you still have the card
- not give your card to anyone else, including a family member or friend

Your card and your PIN will be mailed to you separately. Your PIN will be a four-digit number allocated to you by us. You have the option of changing your PIN to one of your own choice at any time by visiting any ATM we own. If travelling overseas you will need to have a four-digit PIN. For the guidelines on safeguarding your PIN, please refer to section 5 - Electronic Banking Terms and Conditions.

## 6.13 Card re-issue

We may issue a new card to you at any time. All re-issued cards are subject to the terms and conditions of the card. We reserve the right not to re-issue a card.

## 6.14 Loss or theft of a card or PIN

You must immediately notify us if your card or PIN record is lost or stolen, or you suspect that unauthorised transactions have been made on any account. This enables us to put a stop on your card straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses (refer to section 6.15 - Your Liability for Unauthorised Transactions).

The best way to contact us is by visiting a branch or calling us on 1800 072 111 if you are calling within Australia or +61 2 9959 7884 if you are calling from overseas.

We will give you a notification number or some other form of acknowledgement which you should retain as evidence of the date and time of your report. We may require you to confirm your report at a branch and complete certain documentation. Where a card is lost overseas you are responsible for the cost of a courier to send a replacement card and the card replacement fee.

## 6.15 Your liability for unauthorised transactions

Please note: For full details of your liability for losses resulting from unauthorised transactions, refer to section 5 - Electronic Banking Terms and Conditions. Your liability for losses is determined

under the relevant provisions of the ePayments Code. For details of how to notify us about the loss or theft of your account, please refer to Section 6.14 - Loss or Theft of a Card or Pin. With Visa's Zero Liability policy, you won't be held responsible for fraudulent charges or unauthorised purchases made with your card or account information\*. This means that if you suffer a loss as a result of a fraudulent transaction, Auswide Bank will credit your account with the amount of the loss provided you:

- Didn't contribute to the loss; and
- Have notified Auswide Bank promptly of the fraud.

\* Visa's Zero Liability policy does not apply to ATM transactions, transactions not processed by Visa or certain commercial card transactions. Cardholders should Auswide Bank promptly of any unauthorised Visa use.

## 6.16 Emergency card replacement and emergency cash

If your card is lost or stolen while you are overseas, you may request a Visa Debit Emergency Replacement Card via us or by calling the Visa International Service Centre (VISC) which is open 24/7 (visit [www.visa-asia.com/ap/Subscription/gcas.jsp](http://www.visa-asia.com/ap/Subscription/gcas.jsp) for toll free contact numbers). The card will be supplied to you as quickly as possible, usually within 3 business days depending on your location. You remain liable and responsible for the proper use of the Visa Debit Emergency Card and any transactions made using the Visa Debit Emergency Card or its card details.

Upon approval by us, if you require any emergency cash, VISC will arrange an Emergency Cash Disbursement for use until your permanent replacement card is received. Emergency cash can be provided at any of the thousands of Emergency Service Locations (ESL's) around the globe including a network of cash disbursement agencies such as Western Union.

## 6.17 New card details to your merchants

If your Visa Debit Card details are changed, for example as a result of a lost or stolen card you must request the merchant to change the details of your existing regular payment arrangement to ensure arrangements continue. If you fail to undertake this activity your regular payment arrangement either may not be honoured by us or the merchant may stop providing the goods/services.

## 6.18 What to do if you have a problem or complaint

We can help you with any problems you might have. Most problems can be solved by simply talking to our staff at your local branch, or alternatively you can contact us by:

**phone:** 1300 138 831

**email:** [auswide@auswidebank.com.au](mailto:auswide@auswidebank.com.au)

**fax:** (07) 4152 3499

**mail:** PO Box 1063, Bundaberg Qld 4670.

Full details of our complaint resolution process is available on our website at [www.auswidebank.com.au](http://www.auswidebank.com.au).

## 6.19 Disputed transactions

A disputed transaction may include:

- an unauthorised Auswide Bank Visa Debit Card transaction - a transaction which you believe was not authorised by use of your Visa Debit Card

- a general dispute - a transaction which you wish to dispute. This may include a transaction which has been processed to your Visa Debit Card more than once, or a transaction which was authorised by the use of your Auswide Bank Visa Debit Card which you wish to dispute.

Despite notifying us of a disputed transaction you remain liable for any cash withdrawal or purchase made by using your Visa Debit Card.

### **6.19.1 Notification procedure for disputed transactions**

You should immediately notify us of any disputed transaction. We recommend you promptly read each statement carefully as soon as you receive it. If applicable you may also wish to check your current transaction history via internet, mobile or phone banking.

Use the phone number printed on your statement or on the back of your Auswide Bank Visa Debit Card to report the disputed transaction. You must give us any information you have about how the disputed transaction occurred. We may require you to confirm details in writing.

## **6.20 Chargeback rights**

The Visa card scheme has a dispute resolution process that is contained in its' operating rules and sets out the specific circumstances and timeframes in which a member of the scheme (eg. a financial institution can claim a refund in connection with a disputed transaction on your behalf. This is referred to as a "chargeback right".

This "chargeback right" does not apply to transactions at EFTPOS terminals accessing your nominated account using the "savings" or "cheque" option.

Our ability to investigate any disputed transaction on your Visa Debit Card, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules for the Visa card scheme.

While your dispute is being investigated by us, the value of the disputed transaction will be withheld against your account until the dispute is resolved.

### **6.20.1 Timeframe for notifying us**

Our ability to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify us within the required timeframes.

For this reason, you must report any disputed transaction to us immediately or no later than 75 days after the date of transaction on your receipt. We will only process a chargeback for you when you have notified us of the disputed transaction within this required timeframe.

Where it can be shown that you have unreasonably delayed notifying us, you may be liable for the loss on any disputed transaction.

We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant Visa card scheme rules.

### **6.20.2 Electronic transactions**

If the ePayments Code is applicable to a disputed transaction, the timeframes above may not apply in certain circumstances. The procedures for resolving disputed electronic transactions are set out in section 5 - Electronic Banking Terms and Conditions.

## **6.21 Cancellation of your card**

### **6.21.1 Cancellation by us**

We may cancel your Visa Debit Card at any time without notice. Once you are notified of the cancellation you must not use your card. You must destroy it by immediately cutting it into several pieces ensuring that the magnetic stripe and chip is cut in half and disposing of it securely or alternatively you may return the card to us.

### **6.21.2 Cancellation by you**

You may contact us to cancel your card at any time by calling 1800 072 111 within Australia or +61 2 9959 7884 if overseas, or by returning the card to us. A cancellation may not be effective until the card has been surrendered, or you have taken all reasonable steps to have the card returned to us. What constitutes taking all reasonable steps to have a card returned to us, where you are the account holder and the card in question is held by another person, will vary depending upon the particular circumstances. At a minimum, we will require you to contact that person, if at all possible and request them to surrender the card to you, so that you can return it to us.

If you close your accounts or where the card has been cancelled, you remain liable for transactions:

- made using the card prior to or after cancellation or closure of the accounts; and
- made using the card number for mail, internet, phone and standing order transactions which have not been cancelled prior to termination

We may seek to recover these funds from you.

### **6.21.3 Regular payment arrangements (including direct debits)**

If your Visa Debit Card is cancelled, you must cancel any direct debits authorised using your Visa Debit Card details.

If you elect to close your account or your account is closed by us you should contact the merchant to revise your regular payment arrangement, as the merchant may stop providing you the goods and/or services.

### **6.21.4 Terms and conditions continue after cancellation**

These terms and conditions will continue after a Visa Debit Card is cancelled or your account is closed and until any outstanding amounts to be debited to your account are paid (whether the amounts are accrued or charged before or after the cancellation of your card or closure of your linked account).

## **6.22 Fees and charges**

We may debit your account with fees and charges as detailed in the fees and charges guide relevant to your particular account.

## **6.23 Miscellaneous**

Parties other than us may from time to time offer certain goods and services to you free of charge or at a particular price, in connection with your Visa Debit Card. We are not responsible for any of these goods or services, or the failure of such a party to provide or perform such goods or services.

# 7. PHONE, INTERNET AND MOBILE BANKING TERMS AND CONDITIONS

The following Terms and Conditions apply to the use of telephone, internet and mobile banking (“the service/s”) including use of these services to make a transfer, payment or BPAY payment and are in addition to the terms and conditions contained in the remainder of this guide.

## 7.1 Phone banking

Phone banking allows you to conduct a range of banking services over the telephone 24 hours-a-day, 7 days-a-week from anywhere in Australia. Use phone banking to:

- check account balances
- review transaction details on pre-nominated accounts
- transfer funds between pre-nominated accounts
- make BPAY payments
- order statements
- see if cheques have been presented
- check interest paid for previous financial year

When you apply to use phone banking you will be issued with your Client Number and an initial Personal Access Code. Your nominated Auswide Bank accounts will then be activated for use.

After activation, you may access phone banking by calling 1300 137 735 from any touch-tone phone. Calls to phone banking may be made for the cost of a local call from anywhere in Australia (mobile phones excluded).

Access is controlled by entering your Client Number and Personal Access code when prompted to do so. Your Personal Access Code may be changed at any time. When you first use the service you will be guided through changing your initial Personal Access Code to your own preferred secret Access Code of 4 to 6 digits for security reasons. We strongly recommend that you treat your Client Number Personal Access Code as confidential information and that you do not disclose these numbers to anyone else.

Every time you use phone banking you will be asked for your Client Number and Personal Access Code after which a recorded voice message will lead you step by step through the phone banking menu.

<b>Phone 1300 137 735</b>	<b>Enter your CLIENT NUMBER</b>	<b>Enter your ACCESS CODE THEN PRESS</b>
<b>1 - savings balances</b>	<b>2 - loan + investment balances</b>	<b>3 - last 5 transactions on account</b>
<b>4 - transfer between accounts</b>	<b>5 - BPAY payment</b>	<b>7 - other</b>
<b>8 - access another client no.</b>	<b>9 - Speak to customer service</b>	
<b>THEN PRESS:</b>	<b>▶▶</b>	<b>▶▶</b>
<b>1 - order statement</b>	<b>2 - interest earned for year</b>	<b>3 - change access code</b>
		<b>0 - return to main menu</b>

## 7.2 Internet and mobile banking

The internet and mobile banking service provides secure access to your accounts 24 hours a-day, 7 days-a-week, via a computer or mobile phone connected to the internet (eg. at your home or office) by accessing our website [www.auswidebank.com.au](http://www.auswidebank.com.au)

**For your on-call deposit, line-of-credit access or business overdraft access accounts - use both internet and mobile banking to:**

- check your account balance
- view or print your account transactions and details
- make free BPAY payments\*
- register and receive bills electronically from participating billers via BPAY View
- transfer funds between your Auswide Bank accounts\*
- make payments\* to other Auswide Bank accounts under the same client number, or another client number,~ on a one off or regular basis
- make payments\* to accounts at other financial institutions on a one-off or regular basis~
- view your periodical and pending payments
- set up new or delete ^ pending payments
- change your internet and mobile banking Access Code.

**and using internet banking:**

- utilise SMS Two Factor Authentication (SMS 2FA), which is an SMS service to your mobile phone that generates a random number as a secondary form of authentication for higher value transactions and other specific services carried out through internet banking
- send secure emails to us for various requests eg. to modify or delete pending payments to your loan account from other Auswide Bank accounts, amend your internet banking daily transfer limit, the reordering of a cheque book or to place a stop on a personal cheque etc
- arrange a Batch Pay facility for a number of payments to be made to other Auswide Bank accounts or accounts at other financial institutions (eg. employee pays)
- import payroll (or other credit) files and process through the Batch Pay facility
- export account transactions from transaction listings to other financial packages - including Money, Quicken and MYOB

**for your home and business loan - use both internet and mobile banking to:**

- check your loan account balance
- view or print your loan account transactions and details (including, if applicable, any monthly benefit from a mortgage offset account)
- make payments to your loan account on a one-off or regular basis from other accounts\* held under the same client number or another client number~
- change your internet and mobile banking Access Code

**and using internet banking:**

- check loan interest charged for the current and previous financial year
- send secure emails to us for various requests (some instructions may need to be received in writing with signatures)
- export loan account transactions from transaction listings to other financial packages - including Money, Quicken and MYOB

*Note: Any payments made to other financial institutions after 4pm will be forwarded on the NEXT working day. Future dated payments with a date that is a non-working day will be paid the next working day after the specified date.*

\* Subject to restrictions on individual account type and cleared funds being available. ~ Subject to a daily transfer limit set by you.

^ Except for payments directed to loan accounts.

When you apply to use internet and mobile banking you will be issued with your Client Number and an initial Personal Access Code. Your nominated Auswide Bank accounts will then be activated for use. Every time you use internet and mobile banking, you will need to enter your Client Number and Personal Access Code, after which you may transact on your account.

When you first use internet and mobile banking you must change your initial Personal Access Code

to your own preferred secret Access Code (of 4 to 6 digits) for security reasons. Always treat your Client Number and Personal Access Code as confidential information and do not disclose these numbers to anyone else. Your Personal Access Code may be changed at any time.

## 7.3 Applying

Telephone, internet and/or mobile banking is available upon application to approved customers. Details can be obtained from us upon request. When you apply to use these services and we accept your application, you will be provided with a client number, a list of the accounts you have requested to access and an initial Access Code.

## 7.4 Protecting your account using SMS secure

As an internet and mobile banking customer, you can help protect your deposited funds and security of your account by applying for Internet Banking SMS Secure. This free service provides you with the reassurance that funds in your Auswide Bank account/s are not being transferred to a new third party payee or that your contact details are not being changed online without your knowledge. Similarly, once registered, you will receive an SMS Secure code to authenticate online changes to your contact details such as your email or mailing address.

If you exceed our specified third party daily transfer limit, it is compulsory for you to adopt Internet Banking SMS Secure. If your third party daily transfer limit is below this specified amount, you may continue to initiate new third party payments - but without the added security of Internet Banking SMS Secure. You may wish to register for Internet Banking SMS Secure to ensure added security. Once registered for Internet Banking SMS Secure, you will then be sent an SMS Secure code as a text message to your nominated mobile phone whenever:

- funds are requested to be transferred to a new third party payee
- if "Add to Payee List" box on the internet banking payment page is ticked; or
- if the BSB or Account Number of an existing payee that has previously been authorised for SMS Payment Security is edited

Once a payee has been authenticated by SMS Secure, any subsequent payments to the same payee will not have to be authenticated using SMS Secure again.

## 7.5 Access

**Phone banking:** is designed to operate on a touch-tone telephone

**Internet and mobile banking:** has been designed to operate with most standard browsers available from time to time, including Internet Explorer, Firefox and Safari. However all browsers may not be supported and if you experience any difficulties please contact us. Our responsibilities are limited to our website and internet and mobile banking systems. You are responsible for your own personal computing equipment, mobile, telephone and connection to the internet.

You may request to cancel your phone, internet and/or mobile banking access to all or any account at any time by giving us written notice. We may terminate these services by sending you written notice.

You must log on to the services within 21 days of registration, otherwise your registration will be cancelled. For your protection, when you first use any of these services you will be asked to choose a new Personal Access Code to access your nominated account/s. You may also change your code on any subsequent occasion when you access the service.

For added security when using internet banking, you must enter your Access Code by typing in the alpha characters corresponding to each digit of your Access Code.

Any transactions will generally be processed to your account on the same day we receive your instructions if given before 5pm. Any transaction made after this time may be processed on the following business day. Account information accessed using phone, internet and mobile banking will generally reflect the position of the account at that time, except for transactions not yet processed.

## **7.6 Availability**

You agree we are not responsible for any delays in acting upon instructions received from you which result from a temporary breakdown of, or interruption in the services, or any other circumstances beyond our reasonable control.

## **7.7 Security of your personal access code**

To prevent unauthorised access to your account, you must keep your personal Access Codes safe. For security information on how you can safeguard your account, please refer to section 5.2 - Security Requirements You Must Take to Safeguard Your Code (PIN Access Codes etc).

## **7.8 Security of internet and mobile banking**

We utilise a range of security measures from data encryption to firewalls to protect your transactions and accounts from unauthorised access.

The contents of your internet and mobile banking transactions are encrypted, protecting your password, account details and other sensitive information from being read by an unauthorised person. You are responsible for your own personal computer or mobile phone anti-virus and security measures to help prevent unauthorised access via internet or mobile banking to your transactions and accounts.

## **7.9 Instructions to us**

We will issue a receipt number to you or an authorised user upon receipt of an instruction for funds transfer or bill payment transaction via phone, internet and mobile banking. Instructions will not be acted upon by us when they are not permitted by the terms and conditions of your account/s (eg. withdrawal of funds from loan accounts). When we have instructions for more than one payment from your account/s, it will determine the order or priority in which payments are made.

We may also assign any date we consider appropriate to a debit or credit you carry out. We may subsequently adjust debits and credits to accurately reflect the legal obligations of you and us. If we do this, we may make consequential changes (including interest charges).

Auswide Bank or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (eg. during any day or in a single transaction). We may change any transaction limit or impose new transaction limits by giving you notice.

## **7.10 Mistaken internet payments**

We recommend you promptly check your account to your updated passbook or statement of account. You may report a mistaken internet payment at any branch or by calling us, and we will investigate whether a mistaken internet payment has occurred.

If we are satisfied that a mistaken internet payment has occurred, we will send the receiving bank a request for return of the funds. If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.

We will inform you of the outcome of a reported mistaken internet payment in writing within 20 business days of the report being made.

**Process if funds are available and report is made within 10 business days:**

Where you report a mistaken internet payment within 10 business days of making the payment and:

- we and the receiving bank are satisfied that a mistaken internet payment has occurred; and
- we are advised by the receiving bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment

The receiving bank must forward the funds to us no later than 10 business days after receiving our request to return the funds.

**Process where funds are available and report is made within 10 business days and 7 months:**

Where you report a mistaken internet payment between 10 business days and 7 months after making the payment and:

- we and the receiving bank are satisfied that a mistaken payment has occurred
- we are advised by the receiving bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment; and
- the receiving bank prevents the unintended recipient from withdrawing the funds for 10 business days and during this period the unintended recipient does not establish that they are entitled to the funds

The receiving bank must forward the funds to us within 2 business days of the expiry of the 10 business days period referred to above.

**Process if funds are available and report is made after 7 months:**

Where you report a mistaken internet payment more than 7 months after making the payment and:

- we and the receiving bank are satisfied that a mistaken payment has occurred
- we are advised by the receiving bank that there are sufficient credit funds available in the account of the unintended cover the payment; and
- the unintended recipient consents to return of the funds
- The receiving bank must forward the funds to us.

**Process following recovery of funds**

If the receiving bank recovers the funds from the unintended recipient and forwards the funds to us, we will return the funds to you as soon as practicable.

If the receiving bank is unable to recover the funds from the unintended recipient, you will be liable for losses arising from the mistaken internet payment.

## 7.11 Unintended recipients

If you receive a mistaken internet payment into your account and we, as receiving bank are required to forward the funds to the payer's authorised deposit-taking institution, you authorise us to withdraw the funds from your account and return the funds to the payer's authorised deposit-taking institution.

## 7.12 Complaints about mistaken internet payments

A user who reports a mistaken internet payment can complain to us about how the report is dealt with. We will deal with the complaint in accordance with section 5.13.

# 8. BPAY TERMS AND CONDITIONS

BPAY® is the nationwide electronic bill payment service that allows you to pay bills (to billers who have a BPAY Biller Number) from any approved transaction, savings or on-call investment account, line-of-credit access account, or term deposit (wherever cleared funds are available). BPAY may be used:

- over the counter at your local branch
- through phone, internet and mobile banking

You can also arrange to make future bill payments for regular and one-off amounts using BPAY.

Thousands of biller organisations across Australia now offer BPAY as a payment method. These include local councils, gas, power and water utilities, schools, universities, finance companies, stock brokers, real estate agents, health funds, insurance and superannuation funds, phone and internet providers, pay TV providers, software distributors, golf clubs and plant nurseries.

You may also register and receive bills electronically via internet or mobile banking from participating billers (such as Telstra and Ergon Energy) through BPAY View - refer to section 9.

We are a member of the BPAY scheme and we will tell you if this arrangement was to cease.

You must comply with the terms and conditions for the account which you ask us to debit a BPAY payment (to the extent that those terms are not inconsistent with or expressly overridden by these additional terms and conditions).

We may suspend your right to participate in the BPAY Scheme at any time if you or someone acting on your behalf breach our Terms and Conditions or we suspect you of being fraudulent.

® Registered to BPAY Pty Ltd ABN 69 079 137 5187.6

## 8.1 Information you must give us

To make a valid BPAY payment the following information must be given to us:

- your client number and access code
- the account from which the payment is to be made
- the Biller Code from the bill
- your customer reference number (eg. your account number) with that biller; and the amount you want to pay.

## 8.2 Processing your payment

Once this information is provided, we will treat your instructions as valid and will debit the relevant account. We will not be obliged to effect a BPAY instruction if it is not made in accordance with these Terms and Conditions or if the information given is incomplete and or inaccurate.

Generally a BPAY payment will be treated as received by the biller to whom it is directed:

- on the date we are told to make the payment if this occurs before 5pm EST on a business day (of whatever cut-off time as determined by us from time to time); or
- on the next business day

A delay may occur in processing a BPAY payment where:

- there is a public or bank holiday on the day after you tell us to make a BPAY payment
- you tell us to make a BPAY payment after the cut-off time; or

- another participant in the BPAY scheme, such as another financial institution or a biller, does not process a payment as soon as it receives details of the payment, or does not otherwise comply with its obligations under the BPAY scheme

While it is expected that any such delay will not continue for more than one banking business day, it may continue for a longer period. We will attempt to ensure a BPAY payment is processed promptly by billers and other participants in the BPAY scheme.

You should check your account records carefully and advise us immediately if you become aware of:

- a BPAY payment which has been made from your account which was not authorised
- the possibility that you have been fraudulently induced to make a BPAY payment; or
- any delay or mistake in processing of your BPAY payment

If we are advised by a biller that it cannot process your BPAY payment, we will:

- advise you of this
- credit your account with the amount of that BPAY payment; and
- tell you how we can assist you, if possible in making the payment as soon as possible

You are not authorised to give a biller code to any person in order to receive payments owing to you.

Biller codes may only be used by authorised billers to receive payments of bills issued by that biller. The terms and conditions of use of BPAY will not apply to any use by you of biller codes in this way.

## 8.3 Liability under the BPAY scheme

You should note the following:

- if you advise us that a BPAY payment made from a account is unauthorised, you should first give us your written consent to obtain from the biller, information about your account with that biller of the BPAY payment, (including your customer reference number) as we reasonably require to investigate the BPAY payment. This should be addressed to the biller who received the BPAY payment. If you do not do this, the biller may not be permitted by law to disclose to us the information we need to investigate or rectify that BPAY payment; and
- if you discover that the amount you instructed us to pay was less than the amount you needed to pay you can make another BPAY payment for the shortfall. If you cannot do this because the shortfall amount is less than the minimum amount the biller will accept, you can ask us to arrange for a reversal on the initial payment. You can then make a second payment for the correct amount. If you discover that the amount you instructed us to pay was more than the amount you needed to pay, you can ask us to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

### Our liability

If you are liable for an unauthorised or fraudulent payment under this “Liability under the BPAY scheme” section or as a result of a BPAY billing error and the ePayments Code applies, then your liability is limited to the lesser of:

- the amount of that unauthorised or fraudulent payment; or
- the limit (if any) of your liability set out under “Unauthorised Transactions”

If the latter applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

### BPAY payments

Except where a BPAY payment is an Unauthorised payment, a Fraudulent payment or a Mistaken payment, BPAY payments are irrevocable. No refunds will be provided through the BPAY scheme

where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

### **Unauthorised payments**

If a BPAY payment is made in accordance with a payment direction, which appeared to us to be from you on your behalf, but which you did not in fact authorise, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of the payment if:

- we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so; and
- the payment was made as a result of a payment direction which did not comply with our prescribed security procedures.

### **Fraudulent payments**

If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, then that person should refund you the amount of the fraud-induced payment. However if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud induced payment.

### **Mistaken payments**

If you discover that a BPAY payment has been made to a person, or for an amount, which is not in accordance with your instructions (if any) and your account was debited for that payment amount, we will credit the amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 banking business days of us attempting to do so, you must pay that amount to us.

You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not, under any circumstances, constitute part or whole satisfaction of any underlying debt owed between you and that biller.

## **8.4 Consequential loss**

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY scheme, other than due to any loss nor damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## **8.5 Indemnity**

To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- did not observe your obligations under; or
- acted negligently or fraudulently in connection with these Terms and Conditions

## **8.6 Access to account information**

Account information obtained by phone, internet and mobile banking will reflect the position of the account at that time, except for payment instructions made after the BPAY payment or payment cut-off time on the previous business day, which may not be processed until the close of business on the next business day.

# 9. BPAY VIEW TERMS AND CONDITIONS

## 9.1 Registering for BPAY View

Your registration of internet banking (refer section 7) allows you to use internet banking to register online to receive bills via the BPAY View® service

® Registered to BPAY Pty Ltd ABN 69 079 137 5187.6

### **If you register to receive your bills through BPAY View, you:**

- agree to our disclosing to billers nominated by you:
  - o such of your personal information (eg. your name, email address and the fact that you are our customer) as is necessary to enable billers to verify that you have registered to receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
  - o such of your transactional information as is necessary to process your BPAY Payments and you or any user's use of BPAY View
- agree to us or a biller (as appropriate) collecting data about whether you access your emails, our website and any link to a bill or statement
- state that, where you register to receive a bill or statement electronically through BPAY View you are entitled to receive that bill or statement from the applicable biller
- agree to receive bills and statements electronically and agree that receipt by you of bills and statements electronically in accordance with these Terms and Conditions satisfies the legal obligations (if any) of a biller to give you bills and statements - for the purposes of this clause we are authorised to convey your agreement to each biller nominated by you; and
- must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY scheme. You can request access to your information held by us BPAY Pty Ltd or its agent, Cardlink Services Limited.

### **You may receive from the applicable biller, paper bills or statements instead of electronic bills or statements:**

- at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form)
- if you or the biller deregister from BPAY View
- if we receive notification that your mailbox is full, or that you cannot receive any email notification of a bill or statement
- if our email to you is returned undelivered eg. if your email address is incorrect or cannot be found
- if we are aware that you are unable to access your email or our internet banking or a link to a bill or statement for any reason
- if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable biller
- unless we are also the applicable biller, we accept no liability to provide you with a paper bill or statement in any of the above circumstances but we will use reasonable endeavours to advise the applicable biller of the circumstances unless they are already known to it.

### **You agree that when using BPAY View:**

- if you receive an email notifying you that you have a bill or statement, then that bill or statement is deemed to have been received by you:
  - o when we send the email to your server, whether or not you choose to access your email; and
  - o at the email address nominated by you

- you will not be deemed to have received the email if we receive notification that your mailbox is full, or that you cannot receive the email, or the email notification to you is returned to us undelivered if you receive notification on our internet banking site without an email then that bill or statement is received by you
  - when a notification is posted on our internet banking site whether or not you choose to access our internet banking site; and
  - at our internet banking site
- bills and statements delivered to you, unless deleted by you, remain accessible via our internet banking for the period determined by the biller up to a maximum of 18 months, after which they will be deleted, whether paid or not - however if you do not use internet banking for six months we may determine that you are inactive and may delete the bills and statements at any time from that determination
- you will contact the biller direct if you have any queries in relation to bills or statements
- another authorised user may be able to view electronic bills or statements from billers registered by you if that authorised user shares access to your account.

**You must:**

- check your emails or our internet banking site at least weekly
- tell us if your contact details (including email address) change
- tell us if you or any user are unable to access your email, our internet banking, a link to a bill or statement for any reason; and
- ensure your mailbox can receive email notifications (eg. it has sufficient storage space available).

**If as a result of an act or omission by you or any other user or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View a bill statement is:**

- not delivered to you on time or at all (other than because you failed to view an available bill)
- delivered to the wrong person
- delivered with incorrect details; or
- delivered to you after you have unsuccessfully attempted to deregister from using BPAY View

as soon as you are aware of the error you must contact the applicable biller to advise of the error and, if applicable obtain a correct paper bill or statement. You are also responsible for any charges or interest which are payable to the biller due to any late payment as a consequence of such error.

Except as expressly provided for in these terms and conditions, we accept no responsibility to arrange for or ensure that any biller with whom you register to receive bills and statements using BPAY View actually makes those bills or statements available to you. If you fail to receive bills and statements from a biller, or the bill or statement is not available to be viewed using BPAY View you must contact the applicable biller to obtain a paper bill or statement.

## 9.2 Suspension

We reserve the right at any time and for any reason to:

- suspend or cancel use of BPAY View entirely or in relation to a particular biller
- suspend or cancel your registration to use BPAY View

without notice to you although where possible we will use reasonable endeavours to notify you of such suspension or cancellation.

The circumstances in which we may suspend your right to participate may include if:

- you are in breach of our Terms and Conditions
- we have security or other valid reason for doing so
- we suspect you of fraudulent or inappropriate behaviour
- you have given us false or misleading information; or
- we need to by law.

## **INDEMNITY**

Subject to these Terms and Conditions you indemnify us against any loss or damage we may suffer due to claim, demand or action of any kind brought against us arising directly or indirectly because:

- you did not observe any of your obligations under these conditions
- you acted negligently or fraudulently in connection with these conditions

## **SEVERABILITY**

If any provision in this guide is or becomes invalid, unenforceable or breaches any applicable mandatory law or Code then it is severed from this guide and the validity, legality and enforceability of the remaining provisions will not be effected by such severance.

## **RISKS**

There are a number of risks when using selected non-cash payment facilities. Apart from some of the specific risks outlined elsewhere in the Terms and Conditions, the following table provides a summary

of information on some of these risks and how you can prevent them happening to you. You should monitor your accounts and contact us immediately if there are discrepancies.



FACILITY	RISKS	TO SAFEGUARD YOUR ACCOUNT
<p><b>Internet and mobile banking</b></p>	<p>An <b>unauthorised</b> person uses your PIN and card to access your account</p> <p>The same transaction is processed more than once</p> <p>You transfer money to the wrong account</p> <p>You transfer the wrong amount to another account</p>	<p>If you record your secret access code to help you remember it, ensure that it is reasonably disguised. You should not: reverse the order of the access code, disguise your access code as a phone number, replace your access code with letters (eg. A=1 B=2 C=3), write numbers that contain the same sequence of numbers as your access code, record it on a computer or electronic device where it can be reasonably retrieved, or keep a record of it in close proximity to where it can be obtained with the access method (eg. next to your computer).</p> <p>Maintain up-to-date virus software on your computer or mobile phone.</p> <p>Each time you use internet or mobile banking, always confirm the date/time you last accessed the system for any unauthorised access.</p> <p>Don't select any transaction confirmation buttons (eg. the "process" button more than once without waiting for the next message).</p> <p>Always confirm your transaction details before leaving internet or mobile banking.</p> <p>Take care when entering account details eg. BSB and account numbers, account name and always re check prior to processing the transaction.</p> <p>Please note that not all financial institutions confirm the account name to the account number details prior to processing incoming internet debit transfers - in these cases payments will be processed using the BSB and account numbers only.</p>
<p><b>Telephone banking</b></p>	<p>An <b>unauthorised</b> person uses your secret access code to transfer money from your account</p> <p>You transfer money to the wrong account or biller code</p> <p>You transfer the wrong amount to another account or biller code</p>	<p><b>Do not tell anyone</b> what your code is even if asked to. This includes a family member, close associate, a financial institution employee, the police, a merchant or any other person - including any verbal or written request from someone purporting to be our representative.</p> <p>Only enter your access code into our telephone banking when requested to do so by the voice prompt</p> <p>When selecting your own PIN do not use <b>obvious</b> numbers such as your date of birth, consecutive numbers, a series of the same number, a sequence from your account number, historically significant dates, your driver's licence number or your phone number or part thereof.</p> <p>If you record your secret access code to help you remember it, ensure that it is reasonably disguised. You should not: reverse the order of the access code, disguise your access code as a phone number, replace your access code with letters (eg. A=1 B=2 C=3), write numbers that contain the same sequence of numbers as your access code, record it on a computer or electronic device where it can be reasonably retrieved, or keep a record of it in close proximity to where it can be obtained with the access method (eg. next to your computer).</p> <p>Take care when entering account and biller numbers and amounts.</p> <p>Always listen carefully to all details when they are read to you prior to processing the transaction.</p>

FACILITY	RISKS	TO SAFEGUARD YOUR ACCOUNT
<b>Direct debits</b>	<p>You have insufficient funds so payment <b>dishonours</b> and reject fee is charged</p> <p>An <b>unknown</b> debit user/provider debits your account</p> <p>You supply wrong account number and/or amount to transfer</p>	<p>Make sure you have <b>sufficient</b> clear funds in your account to cover direct debits.</p> <p>Do not <b>sign</b> Direct Debit Request (DDR) forms from debit users and providers unless you are in receipt of goods and services.</p> <p>Ensure the <b>correct</b> bank account details and amount are supplied.</p>
<b>Direct credits</b>	<p>You have insufficient funds available so transfers may fail and a reject fee charged</p> <p>You supply the wrong Auswide Bank account details to the creditor</p>	<p>Make sure you have <b>sufficient</b> clear funds in your account to cover direct debits.</p> <p>Ensure the <b>correct</b> BSB and/or Auswide Bank account XREF number are supplied (to your paymaster, Centrelink etc) by re-checking details carefully.</p>
<b>External payments</b>	<p>You have insufficient funds available so transfers may fail and a reject fee charged</p> <p>You supply wrong account number and/or amount to transfer</p>	<p>Make sure you have <b>sufficient</b> clear funds in your account to cover direct debits.</p> <p>Ensure the <b>correct</b> bank account details and amount are supplied.</p>
<b>BPAY</b>	<p>You enter the wrong details and pay the wrong account</p> <p>You overpay a bill</p>	<p>Take care when entering the biller code and customer reference number and check the biller details on the bill.</p> <p>Record your receipt number on the bill or check your transaction history.</p> <p>Ensure the merchant or party you are paying is bona fide.</p>
<b>Auto-sweep</b>	<p>You have insufficient “clear” funds in your sweep account which results in electronic payments rejecting</p>	<p>Make sure you have <b>sufficient</b> “clear” funds in your Auswide Bank accounts to cover cheques and payments.</p>

FACILITY	RISKS	TO SAFEGUARD YOUR ACCOUNT
<b>Cheques</b>	<p>You have insufficient funds to cover written cheques so your account is overdrawn or your cheque is dishonoured and a fee charged</p> <p>You or the person you pay loses a cheque</p> <p>Your cheque/ cheque book is stolen</p>	<p>Regularly check your account to prevent overdrawing or dishonours.</p> <p>Make arrangements for funds to be transferred to your account to avoid a cheque from being dishonoured, or alternatively your account being overdrawn to pay a cheque, and a fee being charged.</p> <p>Contact us to put a stop on lost or stolen cheques.</p> <p>Do not pre-sign cheques in your cheque book or give anyone a cheque which is not completed in full eg. drawer or amount not filled out.</p> <p>Keep your cheque book in a safe place.</p>

## DEFINITIONS

In this booklet, unless the context indicates otherwise, the following words abbreviations and phrases have the following meanings.

**access code** - has the meaning provided for in section 5.2.

**access method** - means:

- a method authorised by us for use by you and accepted by us as authority for us to act on an instruction given through electronic equipment to debit or credit an account
- comprises the use of one or more components including (but not limited to) device, identifiers, access codes or a combination of these; and
- does not include a method requiring your manual signature where the comparison of the appearance of that manual signature with a written specimen signature is the principal intended means of authenticating your authority to give the instruction (whether or not that means is used in a particular transaction).

**an account** - is:

- a deposit account
- a term deposit
- an account which has a line of credit facility
- a loan account or
- another account which we allow you to withdraw and deposit money
- account details - includes account balance information, transaction history details, interest paid

**ATM** - an Automatic Teller Machine

**Authorised Deposit-taking institution** - has the meaning given to that term in the Banking Act 1959 (Cth).

**available balance** - the amount in your account we allow you to withdraw. By making funds available it does not mean cheques deposited to your account have been collected.

**banking business day** - refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**Bank@Post** - Australia Post's personal banking service providing retail banking services to customers of participating Financial Institutions by utilising the Australia Post Electronic Point of Sale (EPOS) system. Bank@Post is registered to the Australian Postal Corporation.

**biller** - refers to an organisation, which tells you that you can make payments to it through the BPAY Scheme

**BPAY payment** - refers to a payment, which you make through the BPAY Scheme to a biller. BPAY registered to BPAY Pty Ltd ABN 69 079 137 518

**BPAY View** - is a feature of internet banking that enables you to receive and view your bills from participating companies online. You can then pay them using BPAY or any other method allowed by the biller.

**BSB** - a six (6) digit number used to identify account institutions when making electronic payments.

**business day** - refers to any day on which our Head Office in Queensland is open for business.

**Visa Debit Card** - our Visa Debit Card are debit cards only. We do not extend credit by the use of these cards.

**card** - refers to our Visa Debit Card and payment devices such as wearables e.g. PayBand

**cheque** - a written order on our cheque form to pay a certain amount of money from your account.

**code** - any code that applies to us, your account or a transaction and includes the ePayments Code.

**Terms and Conditions** - this means:

- the contents of this guide (where applicable)
- changes made to the guide
- conditions set out by law
- conditions in the loan contract; and
- fees and charges and interest rates specified by us

**deposit accounts** - means any accounts into which moneys can be deposited and can be a transaction, savings or on call investment account, a term deposit, a line of credit or business overdraft access account

**direct debit user** - a person or corporation who you authorise to process a direct debit to your account.

**electronic banking** - a banking service that allows you to initiate a funds transfer by giving an instruction through electronic equipment and an access method to debit or credit an account.

**EFT** - Electronic Funds Transfer.

**EFT transaction** - has the meaning provided for in Section 5.1.

**electronic equipment** - includes any electronic terminal, computer, television, telephone, mobile phone, PDA or similar equipment.

**electronic terminal** - any electronic device that accepts an instruction, via electronic equipment and an access method, to debit or credit an account. They include: computer equipment, ATM's, cash dispensers, cash registers, POS (point of sale) equipment, remote banking equipment, EFTPOS devices and telephones.

**ePayments Code** - a voluntary code of practice which regulates electronic payments, including ATM, EFTPOS and credit card transactions, online payments, telephone, internet and mobile banking and BPAY.

**external transfers** - funds transfers that are sent from us to another institution electronically.

**extreme carelessness** - means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

**funds transfer** - means a transfer of funds from one account to another, (either yours or a third party) whether both accounts are held with us or one account is held at another financial institution external to us.

**internet banking** - banking services we provide by use of the internet and an Access Code.

**merchant** - a retail or wholesale business that accepts payment for goods and services through electronic banking or through the use of a card.

**mistaken internet payment** - means a payment made by a user through internet banking where funds are paid into the account of an unintended recipient because the user enters or selects a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of:

- the user/s error; or
- the user being advised of the wrong BSB number and or account number.

This does not include payments made using BPAY.

**mobile banking** - part of our internet banking service enabling users, having entered security details, to effect transactions on nominated accounts using their mobile phone.

**payer** - a person or corporation who initiates a transfer of funds.

**payee** - a person or corporation to whom a cheque is made payable by the drawer.

**payments and transfers** - includes Transfer Money, BPAY, Pending Payments, Payees, BPAY billers, BPAY View, Authorisations. This includes transfers between accounts, transfers to a third party account and BPAY.

**PIN** - means Personal Identification Number.

**receiving bank** - means an Authorised Deposit-taking Institution which has subscribed to the ePayments Code and whose customer has received an internet payment.

**RTGS (Real Time Gross Settlements)** - a method of high value, time-critical payments between financial institutions on a real-time basis for same day payments.

**secure email** - means the electronic messaging system which enables communications to be sent to us, or from us as part of our internet banking.

**SMS Two Factor Authentication (SMS 2FA)** - an SMS service to a nominated mobile phone or other SMS capable service, that generates a random number as a secondary form of authentication for higher value transactions and other specific services carried through our internet banking.

**telephone banking** - banking services we provide by use of a phone and a phone banking access code.

**term deposit** - money deposited for a fixed period of time at a fixed rate.

**transaction** - any fees, charges, deposits, withdrawals, credit or debit instructions or advice made from or added to your account in any way.

**unintended recipient** - means the recipient of funds as a result of a mistaken internet payment

**XREF** - each individual account has a Cross Reference number (XREF) which is a nine digit numeric number which is to be quoted when making direct payments.

**“you” or “your”** - the accountholder or any person who is authorised by the accountholder. It can also include a partnership, trust, company or corporation. If more than one person has the account, “you” includes all those people - singly and as a group. “Your” is used in the same way.

Note:

Any reference to **“includes”** is given by way of example and is not intended to limit the term it applies to. We may exercise our discretions in any manner we think fit.

The parties say that it is their intention that, in the interpretation of these terms and conditions:

- if possible words which have an ordinary meaning are given that meaning
- these terms and conditions are to be interpreted broadly
- if a general term is used, it must be given a broad meaning; and
- general terms must not be limited because of any rules of interpretation.

# PRIVACY POLICY

Auswide Bank Ltd (ABN 40 087 652 060), ('Auswide Bank', 'we', 'us', 'our') is committed to protecting your privacy and the confidentiality of your personal information and credit-related personal information (information). In handling your information, we are bound by, and comply with, the Privacy Act 1988, the Australian Privacy Principles (APPs) and the Credit Reporting Privacy Code (Code).

This Privacy Policy also relates to Auswide Bank's related entities or subsidiaries. This privacy policy sets out how we collect and manage your information, how you can access that information should you need to and how you can complain if you are not satisfied with our management of your information.

The Privacy Act applies to individuals and their personal and sensitive information.

Your personal information may include the following:

- Sensitive information (includes information or opinion about an individual's racial or ethnic origin, political opinion, religious beliefs, sexual orientation, biometric information or criminal record);
- Health information;
- Tax file number information; and
- Credit information.

Your credit-related personal information may include:

- The type of consumer credit we provide to you;
- The day on which the consumer credit is entered into and day on which it is terminated or otherwise ceases to be in force;
- The terms and conditions of the consumer credit that relate to the repayment of the amount of credit;
- The maximum amount of credit available under the consumer credit code;
- Repayment history information which is information about:
  - o Whether or not you have met an obligation to make a monthly payment that is due and payable in relation to your consumer credit;
  - o The day on which that payment is due;
  - o If you make a payment after that day, the date on which that payment is made.

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# 1. Collection of Information

We collect information from you so that we can perform our various functions in the course of providing you with our services. We also collect your information where the law requires us to do so.

Where appropriate, we will collect your information for the following purposes:

- respond to your enquiries about our financial products or insurances we can source for you;
- verify your identity information with an official record holder;
- assess your credit application to provide you with the finance you require from us;
- assess the application for finance made by a company of which you are a director;
- assess your application to guarantee the repayment of finance we are considering providing
- provide customer support;
- promote our finance products;
- manage any complaints;
- manage any business arrangements under which we provide or receive goods or services.

We also use the information we collect to:

- manage your account;
- develop new products, policies and procedures;
- undertake market research;
- obtain legal and compliance advice about our obligations;
- meet our regulatory and legal obligations.

The information we collect may include personal identification, contact details, financial information, lending and default history, banking details, personal and trade references and employment or business history, depending on the relationship you wish to have with us.

We are required to collect certain information as required by Australian law or court or tribunal order. We may be required to collect your Australian tax file number when you open a deposit account with us. While you are not required to provide us with your tax file number, if you do not, we may deduct withholding tax from your interest payments at the highest marginal rate. We do not collect your tax file number for any other purpose and we will record it in accordance with the Privacy Act. If you choose to not provide us with your information as requested by us, we may not be able to deal with you, or to provide you with a product or service.

Wherever possible, we will collect your information directly from you, or from your broker or financial counsellor, should you wish to apply for finance. However we may also need to obtain personal information about you from a third party.

These third parties may include:

- credit reporting bodies if we require a report about your credit history;
- our related entities;
- other credit/service providers where we request information from them about products they may be providing to you;
- other organisations we may have an arrangement with to jointly offer you products
- your accountant;
- government bodies

Wherever possible we will tell you who we need to contact and why.

In some circumstances we may be provided with information about you from:

- brokers,
- dealers,
- accountants,
- referees,
- external dispute resolution schemes,
- your agents, and
- government agencies (Office of State Revenue, law enforcement bodies etc.)

The circumstances in which third parties may provide us with your information include:

- purchase or service requirements,
- employment or finance applications,
- account management; and
- complaints made by you, relating to us.

We may also collect information from you if you choose to use our website to communicate with us. We will collect the information you provide through our interactive facilities, such as customer enquiry, online finance application or comment forms. We take steps to protect any information we collect so it will be safeguarded from misuse, loss, unauthorised access, use, disclosure or modification.

## 2. Website Information Collection

When you visit our website, our ISP host records a range of information, including your server address, domain name, the date and time of the visit and the pages viewed. This information may be collected by using cookies, which is data sent to your web browser. This allows our site to interact more efficiently with your computer.

If you disable the use of cookies, your use of our site may be affected. Information collected about your visit to our site is retained for statistical and website development reasons and is not in a form which would enable us to identify you.

When visiting our site, you will not be required to provide us with any personal information unless you request information about our equipment or finance or respond to a promotion. If you do, we will ask you to provide contact details along with other information required to respond to your contact with us.

We may also retain that information provided for product planning purposes. It may also be used for direct marketing purposes unless you tell us you do not wish to receive marketing material.

## 3. Storage Information

We are committed to safeguarding information we handle about you. This includes preventing its misuse or loss and unauthorised access, modification or disclosure both internally and externally.

Some of the ways we protect your personal information include:

- external and internal premises security
- restricted access to information
- entering into confidentiality agreements with employees and contractors
- having in place stand-by systems to deal with major business interruptions
- maintaining technology products to prevent unauthorised computer access
- regular reviewing and testing of technology in order to improve the level of security

Various legislation requires us to retain your personal information for a period of time after our business dealings have finished. We will destroy or permanently de-identify information if it is no longer required for the purpose for which it was collected.

## 4. Use and Disclosure

We use your information:

- to consider and/ or provide you with the services or finance you may require;
- if applicable, consider your suitability to be a guarantor;
- to advise you of other products or services that we consider may be of interest to you;
- to facilitate the promotion or provision of a product or service by one of our contracted service providers;
- prevent or investigate any actual or suspected fraudulent or unlawful activity or misconduct;
- Identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty pursuant to an agreement with any tax authority; and
- perform other functions and activities associated with managing our relationship such as, credit scoring, staff training, debt collection, market research, risk management, audits/reviews, complaint management and product or service development among other things.

Where you, as an individual, apply for a banking service or finance with us, or agree to act as a guarantor, you authorise how we may collect, use and disclose your personal and credit information in the Privacy Declaration Statement and Consent which we ask you to sign before we consider your application for a banking service, credit or to be a guarantor.

We will disclose your information to third parties only as the Privacy Act permits and where there is a valid reason to do so. All third parties must use your information only for the specific purpose for which we supply it.

Third parties may include:

- employees, contractors, auditors and advisers;
- credit reporting bodies;
- contracted service providers (e.g. computer systems consultants, document custodians, mailing houses etc.) to enable them to perform those services;
- your agents, including your broker, where required;
- insurers, insurance brokers and insurance assessors;
- debt collection agencies;
- referees, where authorised;
- government authorities and law enforcement agencies, as required by law on
- providers of services for the purpose of identity verification
- National Housing Finance and Investment Corporation for the purpose of the First Home Loan Deposit Scheme;
- Property valuation service providers including licenced valuers; and
- An organisation for the purpose of checking your identity information with the relevant official record holder or document issuer, including online verification of identity.

## 5. Disclosing Information Overseas

We do not send or store your information overseas. However some of our third party service providers may send or store your information overseas. We provide the following links to our main service providers Privacy Policies as follows:

Western Union Business Services: [www.westernunion.com.au](http://www.westernunion.com.au)  
Citibank Pty Ltd: [www.citi.com/australia](http://www.citi.com/australia)  
Travelex Limited: [www.travelex.com.au](http://www.travelex.com.au)  
Macquarie Leasing Pty Ltd: [www.macquarie.com.au](http://www.macquarie.com.au)  
Allianz Australia Insurance Ltd: [www.allianz.com.au](http://www.allianz.com.au)  
QBE LMI: [www.qbe.com.au](http://www.qbe.com.au)  
Equifax Inc: [www.equifax.com.au](http://www.equifax.com.au)  
Illion Australia Pty Ltd: [www.illion.com.au](http://www.illion.com.au)  
RP Data Pty Ltd t/a CoreLogic Asia Pacific: [www.corelogic.com.au](http://www.corelogic.com.au)

## 6. Credit Reporting

We may also provide your information to, and receive your information from, a credit reporting body. We may:

- Disclose your information to a credit reporting body for credit assessment or collections purposes
- Use information provided by the credit reporting body for credit assessment or collections purposes, including
  - o your name, address and date of birth
  - o current and previous credit account history
  - o default history
  - o any court proceedings – summons, judgement and bankruptcy actions
  - o serious credit infringements history, covering fraudulently obtaining, or attempting to obtain finance or shown an intention to avoid repayment obligations
- Notify the credit reporting body of any overdue payments, provided they are more than 60 days overdue, we have attempted to collect the payment and we have notified you of our intention to do so
- Notify the credit reporting body of a serious credit infringement if we have reasonable grounds to believe you fraudulently obtained, or attempted to obtain, credit from us or that you have shown an intention to evade your obligations under the contract with us. We will only do this if we have not been able to contact you over a 6 month period;

Any information shared with, or by, a credit reporting body is held in electronic form, traceable through the credit reporting body or our systems by time, date, account and user.

## 7. Information Access

Auswide Bank uses the services of Equifax Inc and Illion Australia Pty Ltd. You can access the information these credit reporting bodies hold about you by contacting them for a copy of that information at:

Equifax Inc:  
Post: PO Box 964  
North Sydney NSW 2059  
phone: **13 8332**  
website: [www.mycreditfe.com.au](http://www.mycreditfe.com.au)

Illion Australia Pty Ltd:  
Post Illion Australia Pty Ltd  
PO Box 7405  
St Kilda Road, Melbourne VIC 3004  
phone: **1300 734 806** email: [pac.austral@illion.com.au](mailto:pac.austral@illion.com.au)  
online Form: [www.checkyourcredit.com.au/contactus](http://www.checkyourcredit.com.au/contactus)

If any information Auswide Bank has reported to these credit reporting bodies is out-of-date you have the right to have the information updated and corrected. If for any valid reason we refuse to correct your information, we will explain why.

You may request access to and correction of information Auswide Bank holds about you by contacting us in accordance with Clause 10 of this Privacy Policy

## 8. Direct Marketing

We will keep you informed about the financial services we offer (or those offered by our subsidiaries, joint venture partners and third parties for which we act as agent) if we believe this information may be of interest to you, or if it may help us develop and improve our services to you.

However we respect your wishes with regard to your privacy, so if you do not wish to receive this information please contact us as per our contact details below regarding direct marketing. If we are not advised in this regard, we will continue to use your personal information for this purpose.

We will also continue to send you information relating to the financial services that you have selected, such as newsletters, statements, statement inserts or offers to upgrade these services.

## 9. Complaints and Concerns

If you lodge a complaint, Auswide Bank will investigate your complaint. Within 7 days after the complaint is made, we will give you written notice that acknowledges the complaint, and sets out how we will investigate the complaint.

We will advise you of the outcome of the investigation within 30 days of the complaint. If we require a longer period to investigate the complaint, we will seek your agreement in writing.

If our initial response is not acceptable, you should lodge a formal complaint with our Internal Dispute Resolution Officer who will review your complaint. The complaint will be acknowledged within 3 business days, and you will be provided with a written response within 21 days.

If you are not satisfied with our final response, you may lodge a complaint with the Australian Financial Complaints Authority ("AFCA"). AFCA's contact details are:

Online: **[www.afca.org.au](http://www.afca.org.au)**  
Email: **[info@afca.org.au](mailto:info@afca.org.au)**  
Fax: **(02) 9273 8440**  
Phone: **1800 931 678 (free call)**  
Mail: **Credit and Investments Ombudsman Ltd**  
**PO Box A252**  
**South Sydney NSW 1235**

If your complaint is in relation to a privacy matter you may make an application to the Office of the Australian Information Commissioner (OAIC) or the Credit and Investments Ombudsman Ltd to have the complaint heard and determined.

The OAIC contact details are:

Office of the Australian Information Commissioner  
GPO Box 5218, Sydney NSW 2001  
phone: **1300 363 992 or +61 2 9284 9749 if calling from outside of Australia**  
fax: **+61 2 9284 9666**  
email: **[enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)** website: **[www.oaic.gov.au](http://www.oaic.gov.au)**

## 10. Contacting Us

You have the right to remain anonymous or use a pseudonym when you contact us, however if you do so we may not be able to assist you with your enquiry or complaint.

Our Privacy Policy may change over time. You can obtain the current version from our website or by contacting us at:

Customer Hub, Auswide Bank  
Reply Paid 1063, Bundaberg QLD 4670  
phone: **1300 138 831**

email: **auswide@auswidebank.com.au** website: **www.auswidebank.com.au**

If you wish to have the information we hold about you corrected or updated you may contact us at:

Support Services Operations, Auswide Bank  
Reply Paid 1063, Bundaberg QLD 4670  
phone: **1300 138 831**

email: **auswide@auswidebank.com.au** website: **www.auswidebank.com.au**

We will keep you informed about the financial services we offer. If you wish to advise us you do not want to continue receiving direct marketing material you may contact us at:

Customer Experience Team, Auswide Bank  
Reply Paid 1063, Bundaberg QLD 4670  
phone: **1300 138 831**

email: **auswide@auswidebank.com.au** website: **www.auswidebank.com.au**

If you have a general complaint or enquiry you may do so via our Feedback Form located on our website or by contacting us at:

Customer Experience Team, Auswide Bank  
Reply Paid 1063, Bundaberg QLD 4670  
phone: **1300 138 831**

email: **auswide@auswidebank.com.au** website: **www.auswidebank.com.au**





Auswide Bank Ltd  
16-20 Barolin Street,  
or PO Box 1063,  
Bundaberg, Qld 4670

[nationalseniors@auswidebank.com.au](mailto:nationalseniors@auswidebank.com.au)

Monday to Friday 7am to 7pm AEST

**1300 342 149**



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